

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-62310
ADDRESS OF PREMISES 22 Barnard Street, Suite 220, Savannah, GA 31401	PDN Number: N/A

THIS AMENDMENT is made and entered into between **WHITAKER ASSOCIATES, LLC**

whose address is: 3300 Cumberland Boulevard, Suite 200
Atlanta, GA 30039-3100

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish the beneficial occupancy date.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective June 24, 2013. Paragraphs 2, 3, and 9 are hereby deleted and the following substituted therefore.

Paragraph 2. TERM:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **June 24, 2013 through June 23, 2023**, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3. The rental rates are as follows:

<u>TERM</u>	<u>ANNUAL SHELL RENT</u>	<u>SHELL per RSF</u>	<u>ANNUAL OPERATING COSTS RENT</u>	<u>OPERATING COST per RSF *</u>	<u>ANNUAL TI RENT</u>	<u>TI per RSF**</u>	<u>TOTAL RATE per RSF</u>	<u>TOTAL RATE per ABAOSF</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
6/24/2013 - 6/23/2018	\$62,661.95	\$31.1596	\$11,490.05	\$5.7136	\$7,781.97	\$3.8697	\$40.7429	\$51.8569	\$81,934.01	\$6,827.83
6/24/2018 - 6/23/2023	\$75,747.73	\$37.6667	\$11,490.05	\$5.7136	\$7,781.97	\$3.8697	\$47.2503	\$60.14	\$95,020.35	\$7,918.36

* Plus accumulated operating cost adjustments

**The Tenant Improvements Allowance is amortized at a rate of 7% percent per annum for 120 months.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: J
Title: _____
Entity Name: _____
Date: 07-31-2013

FOR THE

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 7/31/2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: 07-31-2013

Paragraph 8. In accordance with SFO 0GA2130, Paragraph 2.3, "Broker Commission and Commission Credit", Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO 0GA2130 Paragraph 2.4, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED] which is the "Commission Credit" to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent: monthly installments over the shortest period practical.

First Month's Rental Payment of \$6,827.83 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED]

Second Month's Rental Payment of \$6,827.82 minus the prorated Commission Credit [REDACTED] equals the adjusted Second Month's Rent of [REDACTED]

Paragraph 9. The rental rate in paragraph 3 of this Lease Amendment No. 2 for the period of 120 months includes all Tenant Improvements. The actual cost of the tenant improvement construction is \$200,794.65. The Tenant Improvement Allowance (TIA) in the amount of \$55,853 will be amortized over a period of 120 months at an interest rate of 7%, at a rate of \$4.9253 per ABOASF (3.8697per RSF), \$7,782.01 per annum. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$144,941.65, upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at www.gsa.finance.gov. If you are unable to process the invoice electronically, you may mail the invoice to the following address:

GSA, Greater Finance Center
FAS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Runako Spencer | Lease Contracting Officer
U.S. General Services Administration | Leasing Division – 4PR
77 Forsyth St, SW, Suite 500 | Atlanta, GA 30303 - 3458
O: 404.562.0783 | C: 404.273.1268 | F: 404.562.2747
runako.spencer@gsa.gov | gsa.gov/leasing

A proper invoice must include:

1. Invoice Date
2. Name of the Lessor and Lease contract number, cited exactly as shown on the Lease
3. Building address, and a description, price and quantity of the items delivered
4. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it
5. GSA PDN # _____

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous lease amendments, the terms and conditions of this Agreement shall control and govern.

----END OF DOCUMENT----

INITIALS: JEC & RS
LESSOR GOVT