

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LLA17296
ADDRESS OF PREMISES 611 Broad Street Lake Charles, LA 70601	PDN Number: N/A

THIS AMENDMENT is made and entered into between DBSI State Offices, LLC

whose address is: 750 B Street, Suite 2620
San Diego, CA 92101

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: (i) revised the rent table to eliminate the amortized BSAC expense; (ii) revised the Broker Commission and Commission Credit section to account for the reduction in BSAC; and (iii) to address the lump sum payment for BSAC items.

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 upon execution by the Government, as follows:

- A. Paragraph A of Section 1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013) of the Lease shall be deleted in its entirety and replaced with the following:

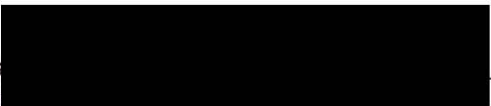
The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	FIRM TERM	NON-FIRM TERM
	YEARS 1 - 5	YEARS 6 - 10	YEARS 11 - 15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$791,980.00	\$844,024.40	\$913,605.50
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$ 0.00	\$ 0.00
OPERATING COSTS ³	\$ 262,000.00	\$ 262,000.00	\$ 262,000.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$ 0.00	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$1,053,980.00	\$1,106,024.40	\$1,175,605.50


Footnotes to Rent Table continued on page 2

This Lease Amendment contains 3 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: _____
 Title: Assistant Manager DBSI State Office
 Date: 8/22/14

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 9-30-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Michael Smith
 Title: Asset Manager
 Date: 8/22/14

¹Shell rent calculation:

(Firm Term – Years 1 - 5) \$14.00 per RSF multiplied by 56,570 RSF

(Firm Term – Years 6 - 10) \$14.92 per RSF multiplied by 56,570 RSF

(Non-Firm Term – Years 11 - 15) \$16.15 per RSF multiplied by 56,570 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of N/A percent per annum over N/A years.

³Operating Costs rent calculation: \$4.6314301 per RSF multiplied by 56,570 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of N/A percent per annum over N/A years

⁵Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) of the Lease shall be deleted in its entirety and replaced with the following.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. SAVILLS STUDLEY, INC. (Broker) (formerly known as STUDLEY, INC.) 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. Only [REDACTED] of the Commission, will be payable to SAVILLS STUDLEY, INC. 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 in equal monthly installments over the shortest time practicable, unless agreed otherwise.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

Month 6 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.*

Month 7 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.*

Month 8 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 8th Month's Rent.*

Month 9 Rental Payment \$87,831.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 9th Month's Rent.*

*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

INITIALS:

LESSOR

&

GOVT

- C. In accordance with Section 1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013), the Government has elected to pay for the BSAC items in a lump-sum payment upon substantial completion of the improvements. The Government estimate for the BSAC is an amount not to exceed \$15,116.00.

A subsequent Lease Amendment shall be issued for the Notice to Proceed with the BSAC improvements and the for the actual cost to be paid lump-sum.

End of Lease Amendment No. 1

INITIALS: *σ* LESSOR & *MPH* GOV'T