

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. **GS-04B-61138**

ADDRESS OF PREMISES

17 Park Commerce Boulevard
Savannah, Georgia 31405

THIS AGREEMENT, made and entered into this date by and between **9 PARK OF COMMERCE, LLC.**

whose address is 17 Park Commerce Boulevard
Savannah, Georgia 31405

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

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 12, 2012, as follows:

Paragraphs 3, 9 and 19 of the lease are hereby deleted in their entirety and replaced as follows:

- 1) **Paragraph 3:** The Government shall pay the lessor annual rent for the entire term, monthly in arrears, as follows:

TERM	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT	PRSF RATE	PUSF RATE
9/1/12 - 8/31/17	\$266,394.44	\$95,740.00	\$396,566.00	\$455,245.68	\$29.39	\$33.79
9/1/17 - 8/31/22	\$277,307.36	\$95,740.00	\$0.00	\$373,047.36	\$24.08	\$27.69

The rental rate is subject to the Government's measurement of plans by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA rentable square feet (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

9 Park of Commerce, LLC
17 Park of Commerce Boulevard, Suite 105
Savannah, GA 31405

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FOR THE LESSOR:

Initials: [Signature]
Date: 9/12/12

FOR THE GOVERNMENT:

Initials: [Signature]
Date: 9/13/12

WITNESS FOR THE LESSOR:

Initials: GPO
Date: 9/13/12

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TO LEASE NO. GS-07B-16882

2) **Paragraph 9:** The rental set forth in Paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$396,566.00 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 6.5%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$93,111.24 per annum or \$7,759.27 per month. In accordance with Solicitation for Offers 9GA2152 paragraph 3.3, *Tenant Improvements Rental Adjustments*, the actual cost Tenant Improvements shall be reconciled and rent adjusted accordingly.

3) **Paragraph 19:** In accordance with the SOLICITATION FOR OFFERS 9GA2152, Paragraph 19 the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] per month rounded, for three (3) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, 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:

First Month's Rental Payment \$37,937.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$37,937.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$37,937.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

Fourth Month's Rental Payment shall commence in full.

<<< LAST ITEM >>>

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: [Signature]
Name: Michael J. Kistler
Title: Manager
Entity Name: 9 Park of Commerce, LLC
Date: 9/13/12

FOR THE GOVERNMENT:

Signature: [Signature]
Name: PAMELA W. MURPHY
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9/13/12

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Guy P. Davidson
Title: Project Manager
Date: 9/13/12