GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT

ADDRESS OF PREMISES
611 Broad Street
Lake Charles, LA 70601

LEASE AMENDMENT No. 1
TO LEASE NO. GS-07P-LLA17296

PDN Number: N/A

SIGNATURE:

NAME:

TITLE:

DATE:

Tl

GSA, Public Buildings Service,

PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT

ADDRESS OF PREMISES
611 Broad Street
Lake Charles, LA 70601

LEASE AMENDMENT No. 1
TO LEASE NO. GS-07P-LLA17296

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:

<table>
<thead>
<tr>
<th></th>
<th>1-5 YEARS</th>
<th>6-10 YEARS</th>
<th>11-15 YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHELL RENT 1</td>
<td>$791,980.00</td>
<td>$844,024.40</td>
<td>$913,605.50</td>
</tr>
<tr>
<td>TENANT IMPROVEMENTS RENT 2</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>OPERATING COSTS 3</td>
<td>$262,000.00</td>
<td>$262,000.00</td>
<td>$262,000.00</td>
</tr>
<tr>
<td>BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) 4</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>PARKING 5</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL ANNUAL RENT</td>
<td>$1,053,980.00</td>
<td>$1,106,024.40</td>
<td>$1,175,605.50</td>
</tr>
</tbody>
</table>

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: Manager PBSI State Office

Date: 8/28/14

FOR THE GOVERNMENT:

Signature:

Name: Lease Contracting Officer

Title: GSA, Public Buildings Service

Date: 9-30-2014

WITNESSED FOR THE LESSOR BY:

Signature: Michael Smith

Name: Assistant Manager

Title:  

Date: 8/28/14
Shell rent calculation:
(Firm Term - Years 1 - 5) $14.00 per RSF multiplied by 66,670 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 56,670 RSF

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

Operating Costs rent calculation: $4,634,130.1 per RSF multiplied by 56,570 RSF

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

Parking 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 $270,000 and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only $213,000 of the Commission, will be payable to SAVILLS STUDLEY, INC. with the remaining $54,000 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 $0 equals $87,831.67 adjusted 1st Month's Rent.

Month 2 Rental Payment $87,831.67 minus prorated Commission Credit of $0 equals $87,831.67 adjusted 2nd Month's Rent.

Month 3 Rental Payment $87,831.67 minus prorated Commission Credit of $0 equals $87,831.67 adjusted 3rd Month's Rent.

Month 4 Rental Payment $87,831.67 minus prorated Commission Credit of $0 equals $87,831.67 adjusted 4th Month's Rent.

Month 5 Rental Payment $87,831.67 minus prorated Commission Credit of $0 equals $87,831.67 adjusted 5th Month's Rent.

Month 6 Rental Payment $87,831.67 minus prorated Commission Credit of $0 equals $87,831.67 adjusted 6th Month's Rent.

Month 7 Rental Payment $87,831.67 minus prorated Commission Credit of $0 equals $87,831.67 adjusted 7th Month's Rent.

Month 8 Rental Payment $87,831.67 minus prorated Commission Credit of $0 equals $87,831.67 adjusted 8th Month's Rent.

Month 9 Rental Payment $87,831.67 minus prorated Commission Credit of $0 equals $87,831.67 adjusted 9th Month's Rent.

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

INITIALS: 
LESSOR & GOVT

Lease Amendment Form 12/12
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