

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18651
LEASE AMENDMENT	
ADDRESS OF PREMISES Mooresville Medical Plaza 100 Town Center S. Drive Mooresville, IN 46158-2321	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Mooresville Medical, LLC**

whose address is: 8910 Purdue Road, Suite 703, Indianapolis, IN 46268-6102

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 amend the Rentable Square Footage, Common Area Factor, Rent, Commission, Percentage for Occupancy of Tax Adjustment, Real Estate Tax Base, and Operating Cost Base.

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 Government Execution as follows:

Section 1.01 The PREMISES of the Lease is hereby deleted and replaced with the following:

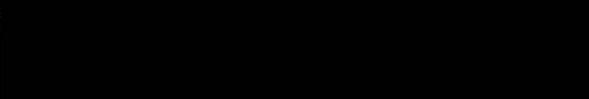

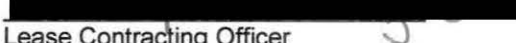
"The Premises are described as follows:

- A. Office and Related Space: 3,081 rentable square feet (RSF) yielding 2,760 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.116 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

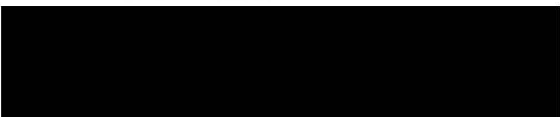

This Lease Amendment contains 3 pages.

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: <u>MAFIC COUSAC</u> Title: <u>MEMBER</u> Entity Name: <u>MOORESVILLE MEDICAL LLC</u> Date: <u>11/27/13</u>	FOR THE GOVERNMENT Signature:  Name:  Title: <u>Lease Contracting Officer</u> Entity Name: <u>GSA, Public Buildings Service, 5CPSCE</u> Date: <u>12-10-2013</u>
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WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: 
 Title: _____
 Date: 11/27/13

Section 1.03. RENT AND OTHER CONSIDERATION of the Lease is hereby deleted and replaced with the following:

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

	FIRM TERM ANNUAL RENT	NON FIRM TERM ANNUAL RENT
SHELL RENT	\$30,809.83	\$36,951.59
TENANT IMPROVEMENTS RENT ¹	\$29,085.02	\$0.00
REAL ESTATE TAXES	\$3,150.33	\$3,150.33
OPERATING COSTS	\$16,557.67	\$16,557.67
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$7,299.50	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$86,902.35	\$56,659.59

¹ Tenant Improvement Allowance of \$119,535.60 is amortized at a rate of 8.0 percent over 5 years.

² Building Specific Amortized Capital (BSAC) of \$30,000 is amortized at a rate of 8.0 percent over 5 years.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 3,016 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517B.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month
- F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.
- G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described in the paragraph entitled "The Premises".
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- H. This subparagraph is intentionally deleted.

INITIALS:

JK
LESSOR

&

CB
GOVT

Section 1.04 Broker Commission and Commission Credit is hereby deleted and replaced with the following:

- A. CBRE, INC (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. Only [REDACTED] of the Commission will be payable to CBRE, 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.
- 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 \$7,241.86 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's rent.*

Month 2 Rental Payment \$7,241.86 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's rent.*

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

Section 1.13 Percentage of Occupancy for Tax Adjustment (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this lease is 25.89 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 3,081 RSF by the total Building space of 11,900 RSF.

Section 1.14 Real Estate Tax Base is hereby deleted and replaced with the following:

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$3,150.33."

Section 1.15 Operating Cost Base is hereby deleted and replaced with the following:

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.37 per RSF (\$16,557.67/annum)."

INITIALS: WK & CB
LESSOR GOVT