

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

Lease Amendment  
NO. 1  
PDN: PS0023635

DATE  
9/6/2012

TO LEASE NO.  
GS-05B-18694

ADDRESS OF PREMISES  
4518 Fulton Drive NW  
Canton, OH 44718-2332

THIS AGREEMENT, made and entered into this date by and between

whose address is **WSRS Properties**  
**6199 Dressler Rd. NW**  
**Canton, Ohio 44720**

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

WHEREAS, the parties hereto desire to amend the above Lease by memorializing the term, confirming rent and allowing for the payment of a lump sum for tenant improvements.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective September 5, 2012, as follows:

Therefore, the following 6 items commemorate the changes:

Item #1 Paragraph 2 is hereby deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **September 5, 2012 through September 4, 2027.**"

Item #2 Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor **annual rent of \$183,678.94 at the rate of \$15,306.58 per month in arrears for the first five years.** For years 6-10, the Government shall pay the Lessor annual rent of \$190,867.94. For years 11-15, the Government shall pay the Lessor annual rent of \$149,890.65. Rent for a lesser period shall be prorated. Rent shall be made payable as identified in the Central Contractor's Registration system."

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

LESSOR

BY

IN PRESENCE OF

MEMBER  
(Title)

6199 Dressler Rd N. CANTON  
(Address) OH 44720

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

9/6/12

Contracting Officer  
(Official Title)

Item #3 Paragraph 4 is hereby deleted in its entirety and replaced with the following:

"3. The Government may terminate this lease at any time after **September 4, 2022**, by giving at least **120 days** notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Item #4 Paragraph 4 is hereby deleted in its entirety and replaced with the following:

"12. Lessor agrees to provide up to **\$43.31** per usable square foot toward the cost of the improvements, amortized over the firm term at 8% interest. Therefore, the amortized tenant build out costs are **\$45,331.23** per annum, over the 10 year firm term."

Item #5 Paragraph 17 is hereby deleted in its entirety and not replaced.

Item #6 Paragraph 19 is hereby added to the contract:

"19. The total Tenant Improvement cost to produce the space pursuant to the Design Intent Drawings and Special Requirements is \$602,641.17 including payments for Tenant Improvement overages. Of this amount \$43.31/ABOA or a total of \$311,355.59, will be amortized into rent payments over 120 months at 8.0%. The Government agrees to pay the Lessor a one time lump sum payment in the amount of \$316,968.41 for initial tenant improvement construction costs that will not be amortized in the monthly rental payments, but will be paid upon acceptance of the space.

Tenant Improvement lump sum payment amount: ..... \$316,968.41

Submit your invoice directly to: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas, 76102 or to the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Your invoice must be on letterhead of the Lessor, include an invoice number, this lease number, and the following Pegasus Document Number ("PDN"): **PS0023635**. Submit invoice only after the lease is activated after the Government accepts the space."

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

Lessor  (initials & date)  
Government  (initials & date)