

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18897
ADDRESS OF PREMISES: 4465 Professional Parkway Groveport, OH 43125-9224	PDN Number: N/A

**THIS AGREEMENT**, made and entered into this date by and between **Herbert J. Murphy, Jr.**

whose address is: 

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 issue the Notice to Proceed to furnish and install Tenant Improvements and Building Specific Security alterations, revise the annual rental amounts, and revise the broker commission and credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 31, 2013, as follows:

1. This Lease Amendment represents your Notice to Proceed (NTP) with the construction of the Tenant Improvements in the amount of \$404,875.43, and with the construction of Building Specific Security alterations in the amount of \$9,408.00. Tenant improvement costs and Building Specific Security costs totaling \$414,283.43 are amortized into the rent for five (5) years at the rate of 7.0% as described in the Lease. The lease requires completion of the construction no later than 120 calendar days from the Notice to Proceed.

This Lease Amendment contains 2 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



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: owner  
Entity Name: \_\_\_\_\_  
Date: 8/22/13

FOR THE GOVERNMENT



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 8/23/13

WITNESSED FOR THE LESSOR BY:



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Asst. Dir. Mgmt. Services  
Date: 8-22-13

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

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$72,233.54	\$7.22	\$78,233.54	\$7.82
TAXES	\$15,666.46	\$1.57	\$15,666.46	\$1.57
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$96,204.23	\$9.62	\$ 0.00	\$ 0.00
OPERATING COSTS	\$65,500.00	\$6.55	\$65,500.00	\$6.55
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$ 2,235.48	\$.22	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$251,839.71</b>	<b>\$25.18</b>	<b>\$159,400.00</b>	<b>\$15.94</b>

<sup>1</sup>The Tenant Improvement Allowance is amortized at a rate of 7.0 percent per annum over 5 years.

<sup>2</sup>Building Specific Security Costs are amortized at a rate of 7.0 percent per annum over 5 years.

<sup>3</sup>Rates may be rounded.

3. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$404,875.43**. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 7.0 percent.

4. The Building Specific Security costs (BSAC) for purposes of this Lease is **\$9,408.00**. The TIA is the amount that the Lessor shall make available for the Government to be used for the BSAC. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 7.0 percent.

5. BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Studley, 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 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.

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 \$20,986.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1 <sup>ST</sup> Month's Rent.*
Month 2 Rental Payment \$20,986.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2 <sup>ND</sup> Month's Rent.*
Month 3 Rental Payment \$20,986.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3 <sup>RD</sup> Month's Rent.*
Month 4 Rental Payment \$20,986.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4 <sup>TH</sup> Month's Rent.*

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

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

INITIALS: [Signature] LESSOR & JF GOV'T