

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. LOH18698
ADDRESS OF PREMISES 4906 MONROE ST TOLEDO, OH 43623-3650	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between GIAMMARCO PROPERTIES LLC

whose address is: 5252 MONROE ST
TOLEDO, OH 43623-3140

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 Accept the Space as being Substantially Complete on November 29, 2012 and Commence Rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 29, 2012 as follows:

- A. Use of GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall now hereby be construed to mean "Lease Amendment".
- B. Paragraph 2 of the SF-2 shall be replaced in its entirety with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 29, 2012** through **November 28, 2022**, (ten years) subject to termination and renewal rights as may be hereinafter set forth."

- C. Paragraph 24 of the SF-2 shall be replace in its entirety with the following:

"24. In accordance with SFO Paragraph 2.3 Broker Commission and Commission Credit, CBRE ("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 payable according to the Commission Agreement signed between the two parties. Due

(Continued on Page 2)

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 date

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Pasquale R. Giannarco
Title: Manager
Entity Name: GIAMMARCO PROPERTIES LLC
Date: 12-19-12

Signature: [REDACTED]
Name: Alan Bronfman
Title: Leasing Contracting Officer
Entity Name: GSA, Public Buildings Service,
Date: _____

WITNESSED FOR:

Signature: [REDACTED]
Name: SAMUEL J. [REDACTED]
Title: _____
Date: 12-19-12

12-20-12 A10:56 IN

to the Commission Credit described in SFO Paragraph 2.3, only \$ [REDACTED] of the Commission, will be payable to the Broker 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 full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

The First Full Month's Rental Payment for December 2012 shall be \$ [REDACTED] (the monthly payment of \$28,557.99 minus the commission rent credit of [REDACTED]).

Second Full Month's Rental Payment for January 2013 shall be \$ [REDACTED] (the monthly payment of \$28,557.99 minus the commission rent credit of [REDACTED]).

Third Full Month's Rental Payment for February 2013 shall be \$ [REDACTED] (the monthly payment of \$28,557.99 minus the commission rent credit of [REDACTED])."

INITIALS: P.G. & [Signature]
LESSOR GOVT