

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18628
LEASE AMENDMENT	
ADDRESS OF PREMISES: One Columbus 10 West Broad Street, Third Floor Columbus, OH 43215-3429	PDN Number: N/A

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

TNHYIF REIV Echo, LLC

whose address is: 44 South Broadway, 10th Floor
White Plains, NY 10601-4411

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

WHEREAS, the parties hereto desire to amend the above Lease. .

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2013 as follows:

Issued to establish the substantial completion date, document monthly rent based on final tenant improvement costs, and establish the final commission amount and credit.

- I. The date of substantial completion and acceptance of Tenant Improvements and commencement date of the Lease is December 1, 2013.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 1, 2013 and continuing for a term of ten (10) years through November 30, 2023, subject to termination and renewal rights as may be hereinafter set forth.

CONTINUED ON PAGE 2 ATTACHED HERETO

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 L



Signature: _____
Name: G. Paul Tunney
Title: Vice President
Entity Name: TNHYIF REIV Echo, LLC
Date: 2/14/14

FOR THE GOVERNMENT:



Signature: _____
Name: John Boguslawski
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 2/20/2014

WITNES



Signature: _____
Name: Daniel Guerra
Title: Associate
Date: 2/14/14

II. The Government shall pay the Lessor annual rent at the following rate:

Term Years	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Amortized Building Specific Sec. Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
12/1/13 – 11/30/18	\$19.92	\$7.25	\$10.20	\$0.51	\$37.88	\$99,965.32	\$8,330.44
12/1/18 – 11/30/23	\$21.34	\$7.25	\$0.00	\$0.00	\$28.59	\$75,449.01	\$6,287.42

Rent for a lesser period shall be prorated. "Rent shall be paid by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be made payable to the Payee designated in the Lessor's System for Award Management Registration.

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III. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) year, November 30, 2018, by giving at least ninety (90) 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.


IV. Tenant Improvements in the total amount of \$106,843.71 have been amortized through the rent for five (5) years at the rate of 9.5%.

V. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] for the initial firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$52,568.88 / 12 months = \$4,380.74 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: \$8,330.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Month 2: \$8,330.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Month 3: \$8,330.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

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

INITIALS:  LESSOR &  GOVT