

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
LEASE AMENDMENT	TO LEASE NO. GS-05B-18559
ADDRESS OF PREMISES [REDACTED] Corporate Plaza I 6450 Rockside Road Independence, OH 44131-2238	PDN Number:

THIS AMENDMENT is made and entered into between FMC Investment Opportunities Cleveland Office Portfolio SPE, LLC

whose address is: 3 Stamford Plaza 12<sup>th</sup> Floor  
Stamford, CT 06901

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 reconcile the tenant improvement costs, broker commission and commission credit to determine the actual rental rate of the lease retroactive to September 16, 2014.

WHEREAS, the Government accepts 47.46% of the Lessor's change order proposal [REDACTED] for an accepted amount of [REDACTED] for Change Order #5 - additional time for Lessor to complete the project. Change Order #5 was submitted originally July 26, 2014 by Steve Scheer and otherwise known as Welly Change Order #20.

WHEREAS, by letter dated March 4, 2014, the Government issued a Notice to Proceed at a total approved cost of \$872,928.03. The Notice to Proceed was amended March 6, 2014 for a total of \$872,534.59. Design Change order #1 dated March 24, 2014 in the amount of [REDACTED] brought the total approved Tenant Improvement cost to [REDACTED]. Change Order #2 dated June 12, 2014 in the amount of [REDACTED] brought the total approved Tenant Improvement cost to [REDACTED]. Change Order #3 dated June 18, 2014 in the amount of [REDACTED] brought the total approved Tenant Improvement cost to [REDACTED]. Change Order #4 in the amount of [REDACTED] brought the total approved Tenant Improvement cost to [REDACTED]. This Change Order #5 in the amount of [REDACTED] brings the total approved Tenant Improvement cost to \$69,844.16. As provided in the Lease, \$969,844.16 will be amortized over the full term of the lease. The original Tenant Improvement Allowance in the lease contract was \$1,047,576.00.

This Lease Amendment covers [REDACTED]

All other terms and conditions of the Lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties have signed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Vice President  
Entity Name: Cleveland Office Portfolio SPE LLC  
Date: [REDACTED]

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: 2/27/15

WITNESSED

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: [REDACTED]

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 September 16, 2014 as follows:

A. Lease Paragraph 1.03 RENT AND OTHER CONSIDERATIONS is hereby deleted in its entirety and replaced with the following:

**"1.03 RENT AND OTHER CONSIDERATIONS**

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

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$480,805.91	\$13.69	\$480,805.91	\$13.69
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$66,984.42	\$2.76 <sup>2</sup>	\$66,984.42	\$2.76 <sup>1</sup>
OPERATING COSTS	\$213,850.35	\$6.09	\$213,850.35	\$6.09
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$4,470.00	\$00.13 <sup>1</sup>	\$4,470.00	\$00.13 <sup>1</sup>
<b>TOTAL ANNUAL RENT</b>	<b>\$796,110.68</b>	<b>\$22.67</b>	<b>\$796,110.68</b>	<b>\$22.67</b>

<sup>1</sup>The Tenant Improvement Allowance of \$969,844.10 is amortized at a rate of 0 percent per annum over 10 years  
<sup>2</sup>The Building Specific Security Costs are amortized at a rate of 0 percent per annum over 10 years.

B. Paragraph 1.04 of the Lease is deleted in its entirety and replaced with the following:

**"1.04 BROKER COMMISSION AND COMMISSION CREDIT:**

A. Jones Lang LaSalle Americas, 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 Jones Lang LaSalle Americas, 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 ~~June 2014~~ *1st full* month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- Month 1 Rental Payment \$66,342.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.
- Month 2 Rental Payment \$66,342.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.
- Month 3 Rental Payment \$66,342.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.

C. Paragraph 1.08 of the Lease is deleted in its entirety and replaced with the following:

**"1.08 TENANT IMPROVEMENT ALLOWANCE**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$31.49 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is to be amortized in the rent over the full term of this Lease at an annual interest rate of 0 percent. See additional terms in section 7.0 of this Lease.

D. The following paragraph is a new paragraph added to the lease:

The Lessor forever and unconditionally discharges and releases the Government, its agents, servants, employees, officials, successors, and assigns from all liability known and/or unknown related to the disputes described in Change Order #5, or related to any other true or possible delays by the Government prior to the executed date of this agreement. This agreement serves as a bar to any and all causes of action, claims, liens, rights, known or unknown to Lessor, which

INITIALS: CS & [Signature]  
 LESSOR & GOVT

they have or may have against the Government, from the beginning of time until the date this Agreement is executed, including, without limitation, claims for attorney's fees, costs and expenses. This is understood to be a complete general global release. The Lessor waives all rights to file additional claims, appeals, and other legal remedies in any way relating to claims of Government delay for any Government actions prior to the executed date of this agreement. The Change Clause in the General Clauses of the lease remains in effect with those rights specifically identified herein waived.

INITIALS:   GK   &   [Signature]    
LESSOR & GOVT