This Amendment is made and entered into between FMC Investment Opportunities Cleveland Office Portfolio SPE, LLC
whose address is: 3 Stamford Plaza 12th 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 for an accepted amount of $969,844.16 for Change Order #5 - additional time for Lessor to complete the project. Change Order #5 was submitted originally July 28, 2014 by Steve Scheer and otherwise known as Welty 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 $872,928.03. Design Change Order #1 dated March 24, 2014 brought the total approved Tenant Improvement cost to $872,928.03. Change Order #2 dated June 12, 2014 in the amount of $969,844.16 brought the total approved Tenant Improvement cost to $969,844.16. Design Change Order #3 dated June 18, 2014 in the amount of $969,844.16 brought the total approved Tenant Improvement cost to $969,844.16. Design Change Order #4 in the amount of $969,844.16 brought the total approved Tenant Improvement cost to $969,844.16. This Change Order #5 in the amount of $969,844.16 brings the total approved Tenant Improvement cost to $969,844.16. 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 contains all other terms and conditions which remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have set their names as of the below date:

FOR THE LESSOR:  
Signature:  
Name:  
Title:  
Entity Name:  
Date:

FOR THE GOVERNMENT:  
Signature:  
Name:  
Title:  
Entity Name:  
Date:

WITNESSED:  
Signature:  
Name:  
Title:  
Date:

Lease Amendment Form 12/12
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:

<table>
<thead>
<tr>
<th>Lease Type</th>
<th>Annual Rent</th>
<th>Annual Rate/RSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shell Rent</td>
<td>$460,805.91</td>
<td>$13.69</td>
</tr>
<tr>
<td>Tenant Improvement Rent</td>
<td>$96,984.42</td>
<td>$2.76</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>$213,850.35</td>
<td>$6.09</td>
</tr>
<tr>
<td>Building Specific Security</td>
<td>$4,470.00</td>
<td>$0.13</td>
</tr>
<tr>
<td><strong>Total Annual Rent</strong></td>
<td><strong>$796,110.68</strong></td>
<td><strong>$22.67</strong></td>
</tr>
</tbody>
</table>

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 $312,444.10 and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only $281,110.68 of the Commission will be allocable to Jones Lang LaSalle Americas, Inc. with the remaining $31,333.42 which is the Commission Credit, to be titled 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 Considerations" 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:

<table>
<thead>
<tr>
<th>Month</th>
<th>Rental Payment</th>
<th>minus prorated Commission Credit</th>
<th>equals</th>
<th>adjusted Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month 1</td>
<td>$66,342.56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Month 2</td>
<td>$66,342.56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Month 3</td>
<td>$66,342.56</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 TIAs. 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, suits, rights, known or unknown to Lessor, which

INITIALS:

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.