

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u> 1 </u>
	TO LEASE NO. GS-05B-18348
ADDRESS OF PREMISES: 3591 Park East Drive Beachwood, Ohio, 44122-4301	PDN Number:

THIS AGREEMENT, made and entered into this date by and between Chagrin Seafood, LLC whose address is: 26300 Chagrin Boulevard, Beachwood, OH 44122-4301

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 adjust the square footage, establish beneficial occupancy, adjust the rental rate, provide an escalation date, adjust the common area paragraph, adjust the shell rental rate, adjust the operating costs, and adjust the commission and commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 25, 2012, as follows:

- A. Use of the 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".

This Lease Amendment contains 3 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 LESSOR

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE

Signature: _____
 Name: ALLAN A. GROHOLM
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 1-30-13

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Megan Bender
 Title: Administrative Assistant
 Date: 1/22/13

Paragraph 1 of this lease is hereby deleted in its entirety and replaced with the following:

1. The lessor hereby leases to the Government the following described premises:
A total of 8,662 ANSI/BOMA Office Area Square feet (9,379 Rentable Square Feet) of office space in a single story building to be constructed at 3591 Park East Drive, Beachwood, Ohio, 44122-4301 as depicted on the demising floor plan labeled Exhibit "A" attached hereto and made a part hereof, together with the fifty (50) onsite, surface parking spaces.

This is a full serviced lease, which includes tenant improvements, security costs, real estate taxes, operating costs and parking, as specified in SFO GS-05B-18348, which is attached to, and is part of this lease.

Paragraph 2 of this lease is hereby deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 25, 2012 thru the 10 year firm term of October 24, 2022, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 of this lease is hereby deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears. Annual rent is \$374,296.49 at the rate of \$31,191.37 per month. Rent for Years 1-10 consists of \$26,084.25 per month, rounded, for shell/base rent, operating expenses, real estate taxes, parking, TI overhead and fees with \$4,459.93 per month in Tenant Improvements and \$647.20 per month in Building Specific Security Costs, which were amortized over 120 months at an annual interest rate of 8.9%. Rent for a lesser period shall be prorated.

Paragraph 10 of this lease is hereby deleted in its entirety and replaced with the following:

10. The annual escalations and operating cost adjustments will occur on October 25 of each subsequent year commencing with October 25, 2013.

Paragraph 13 of this lease is hereby deleted in its entirety and replaced with the following:

13. In accordance with Solicitation for Offers GS-05B-18348, Paragraph 1.12 (BUILDING SHELL REQUIREMENTS) (AUG 2008), the annual shell cost is established as \$180,548.69 which is included in the rental rate in Paragraph 3, for years 1-10 of the lease.

Paragraph 14 of this lease is hereby deleted in its entirety and replaced with the following:

14. Common Area Factor (CAF) is established as 1.08 or 8% rounded, based on 9,379 RSF and 8,662 ANSIBOMA office area square foot.

Paragraph 16 of this lease is hereby deleted in its entirety and replaced with the following:

16. the rent in Section 3, within this lease, is subject to annual operating cost adjustments in accordance with Paragraph 4.3, OPERATING COSTS (AUG 2008) of Solicitation for Offers No. GS-05B-18348. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$82,462.24, which is approximately \$9.5293 per ANSIBOMA office area square foot, and \$8.7922 per rentable square foot

Paragraph 32 of this lease is hereby deleted in its entirety and replaced with the following:

INITIALS:  LESSOR &  GOVT

32. In accordance with Solicitation for Offers GS-05B-18348 Paragraph 2.3, BROKER COMMISSION AND COMMISSION CREDIT, CBRE is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] percent for the firm term, ten (10) years, of the lease ("Commission"). The total amount of the Commission is [REDACTED]. The Lessor shall pay the Broker no additional commission associated with this lease transaction. In accordance with Solicitation for Offers GS-058-18348 Paragraph 2.3, BROKER COMMISSION AND COMMISSION CREDIT, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] Commission balance equating to [REDACTED] is to be paid to the Broker. 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.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent

First Month's Rental Payment \$31,191.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$31,191.37 minus prorated Commission Credit of [REDACTED] 6 equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$31,191.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$31,191.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

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

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INITIALS:  LESSOR &  GOV'T