

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 1
LEASE AMENDMENT		TO LEASE NO. GS-05B-18723
ADDRESS OF PREMISES	U.S. Bank Centre 1350 Euclid Avenue Cleveland, OH 44115-1833	PDN Number: N/A

THIS AMENDMENT is made and entered into between

**Renaissance Center, Limited Partnership**

whose address is: 34555 Chagrin Blvd.  
Moreland Hills, OH 44022-1068

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

**WHEREAS**, the parties hereto desire to amend the above Lease issued to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs.

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 May 17, 2013, as follows:

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 be now hereby construed to mean "Lease Amendment.

**1. SF2 PARAGRAPH 2 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

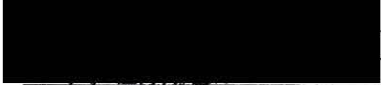
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 17, 2013 and continuing for a period of 10 years, expiring May 16, 2023, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

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 L

Signature:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: RENAISSANCE CENTER, LP  
Date: 8/13/13

  
GSA, Public Buildings Service,  
Date: 8/13/2013

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: JANICE SIKUT  
Title: RECEPTIONIST  
Date: 8/13/13

**2. SF2 PARAGRAPH 3 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates; (rent for months 1 & 2 are zero, except for tenant improvement payment which is \$5,846.99 per month, Months 3 & 4 be paid less the commission rebate of [REDACTED]):

Term Months	Annual Rent
5/17/13 – 7/16/13	Tenant Improvements only ...\$70,163.85
7/17/13 – 5/16/18	\$308,442.38
5/17/18 – 5/16/23	\$259,307.46

One (1) onsite structured parking space is included in the rent at no additional cost to the Government.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Renaissance Center, Limited Partnership  
 34555 Chagrin Blvd.  
 Moreland Hills, OH 44022-1068."

**3. SF2 PARAGRAPH 4 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

"4. The Government may terminate this Lease on May 16, 2018 or at any time after, May 16, 2018 by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

**4. SF2 PARAGRAPH 5 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

"5. This lease may be renewed at the option of the Government, for five years (5/17/2023 through 5/16/2028) at the following terms and at the following rentals: \$347,906.88 annually or \$32.16 per RSF, provided notice be given in writing to the Lessor at least two hundred seventy (270) days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing."

**5. SF2 PARAGRAPH 20 IS ADDED TO THIS LEASE:**

"20. The date of substantial completion of the Tenant Improvements is established as May 17, 2013. The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders (Change orders 1 through 6, and 8 through 13 totaling \$13,309.08), is (\$275,075.18 plus \$13,309.08 equals \$288,364.26. The Tenant Improvement costs of \$288,364.26 have been amortized at 8.0% for the firm term and included in the rent (\$70,163.85 per year)."

**1. SF2 PARAGRAPH 17 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

"17. 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] of the 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. In the event the Aggregate Lease Value increases or decreases due to a change in the amount of Tenant improvements to be amortized, the commission percentage shall remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment be reflected in the second one – half (1/2) payment.

INITIALS:  &   
 LESSOR & GOVT

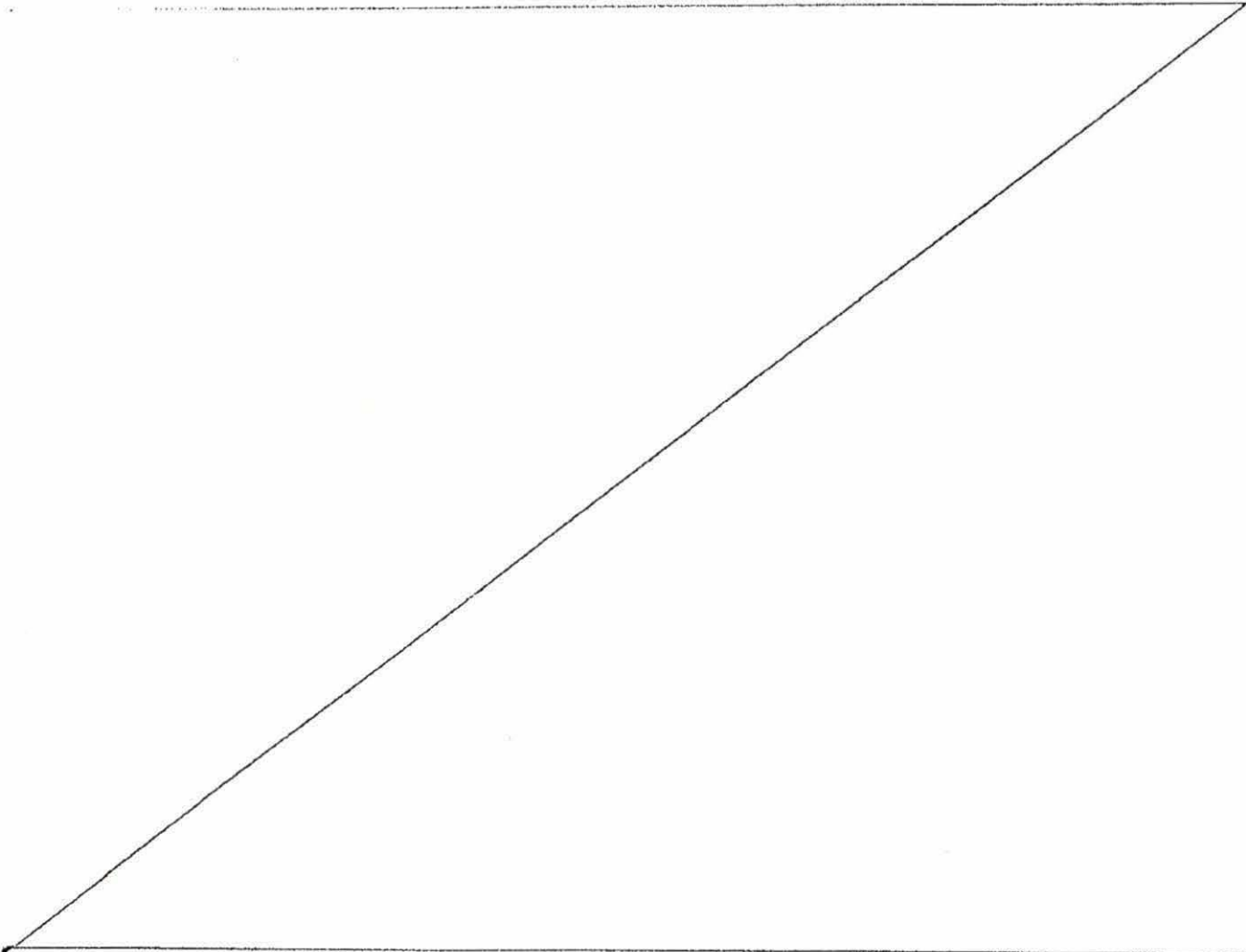


Due to the Commission Credit which shall be hereby agreed to as [REDACTED] of the firm term value of this lease, only [REDACTED] will be payable to Studley when the Lease is awarded. The remaining [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Due to the rent abatement during Months 1 and 2, the reduction in shell rent shall commence with the third month of the rental payments and continue each month until fully recaptured.

Notwithstanding Paragraph No. 3 of this Lease Amendment, 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 third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Third Month's Rental Payment of \$25,703.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment of \$25,703.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent."



INITIALS:

[Signature] & [Signature]  
LESSOR GOVT