

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p align="center">LEASE AMENDMENT No. 5</p>
<p>ADDRESS OF PREMISES ESSEX PLACE 6393 OAK TREE BOULEVARD, SUITE 203 INDEPENDENCE, OH 44131-6964</p>	<p>TO LEASE NO. GS-058-18854</p> <p>PDN Number:</p>

THIS AGREEMENT, made and entered into this date by and between Educational Service Center of Cuyahoga County whose address is: 5811 Canal Road Cleveland, Ohio 44125-3439

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

WHEREAS, the parties hereto desire to amend the above Lease by establishing Beneficial Occupancy, restating the full service rent and restating the commission and commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, upon Government execution, as follows:

The purpose of this Lease Amendment (LA) Number Five (5) is to establish Beneficial Occupancy.

The following paragraph of Page 1 of the lease is hereby deleted and replaced with the following:

"LEASE TERM

To Have and to Hold the said Premises with their appurtenances for the term beginning upon August 1, 2013 through July 31, 2023 as required by this Lease. The Government may terminate this lease at any time, in whole or in part, on or after July 31, 2018 by giving at least one-hundred twenty (120) days' prior written notice to the lessor."

This Lease Amendment contains three (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: [Redacted]
Name: Robert J. [Redacted]
Title: Superintendent
Entity Name: Educational Service Center of Cuyahoga County
Date: 8/27/13

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Christopher Bonfiglio
Title: Lease Contracting Officer
GSA, Public Buildings Service, SPSCF
Date: 08/29/2013

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: [Redacted]
Title: Director of Operations
Date: 8/27/13

The following paragraph is deleted and replaced with:

***1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

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

08/01/2013-07/31/2018 08/01/2018-07/31/2023

	July 31, 2013 - July 30, 2018		July 31, 2018 - July 30, 2023	
	Annual Rent	Annual Rate/RSF***	Annual Rent	Annual Rate/RSF***
Shell Rental Rate	\$98,308.60	\$14.96	\$108,848.91	\$16.56
Taxes	\$6,901.62	\$1.05	\$6,901.62	\$1.05
Tenant Improvements*	\$58,639.06	\$8.92	\$0.00	\$0.00
Operating Costs	\$45,419.20	\$6.91	\$45,419.20	\$6.91
Building Specific Security**	\$2,737.52	\$0.42	\$0.00	\$0.00
Total Annual Rent	\$212,006.00	\$32.25	\$161,169.73	\$24.52

*The Tenant Improvement Allowance is amortized at a rate of 6.0% percent per annum over 5 years

**Building Specific Security Costs are amortized at a rate of 6.0% percent per annum over 5 years

*** Rates may be rounded

- B. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).
- C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM).
- E. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described in the "Paragraph 1.01, The Premises" created herein;
 - 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 - 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease."

INITIALS: RM & CB
LESSOR & GOVT

The following paragraph is deleted and replaced with:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

CBRE, 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 CBRE, 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.

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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$17,667.17 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Second Month's Rental Payment \$17,667.17 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent."

INITIALS:


LESSOR

&


GOVT