



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE 10/31/2011
	TO LEASE NO. GS-05B-18363	

ADDRESS OF PREMISES:  
Renaissance Center LP  
5301 Grant Avenue, Suite 100  
Cleveland, OH 44125-1053

THIS AGREEMENT, made and entered into this date by and between RENAISSANCE CENTER LP,  
whose address is  
121 W TRADE ST STE 2020  
CHARLOTTE, NC 28202-1161

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto agree to amend the above Lease.

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

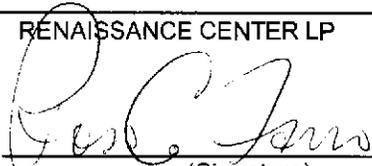
The purpose of this Supplemental Lease Agreement (SLA) is to establish the date of occupancy, confirm final square footage, commence and update rental amount, state the total Tenant Improvements amount, update Tenant Improvement amortization amount, provide lump sum amount and payment information, and update Broker Commission and Commission Credit.

All other terms and conditions are in full force and effect.

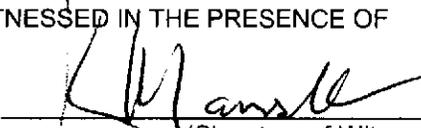
See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: RENAISSANCE CENTER LP

  
\_\_\_\_\_  
(Signature) (Signature)

WITNESSED IN THE PRESENCE OF

  
\_\_\_\_\_  
(Signature of Witness)   
(Address)

UNITED STATES OF AMERICA

BY   
\_\_\_\_\_  
JoAnne Ladwig CONTRACTING OFFICER  
(Official Title)

Paragraph 1 of Lease is hereby updated to state the square footage:

- A. Total square footage 10,976 rentable square feet consisting of 9,462 ANSI/BOMA Office Area square feet (USF).

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

“TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 31, 2011 and continuing through August 30, 2021, subject to termination and renewal rights as may be hereinafter set forth”.

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

"Year 1				
Months 1-2	Free Rent			
Item	Total	Monthly	\$/RSF	\$/USF
Shell	78,204.00	7,820.40	7.13	8.27
RE Tax	28,446.13	2,844.61	2.59	3.01
Opex	47,719.79	4,771.98	4.35	4.86
TI	78,902.55	7,890.26	7.19	8.34
BSS	2,012.27	201.23	0.18	0.21

Totals	235,284.74	23,528.48	21.44	24.69
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Year 2 - 5				
Item	Total	Monthly	\$/RSF	\$/USF
Shell	93,844.80	7,820.40	8.55	9.92
RE Tax	34,135.36	2,844.61	3.11	3.61
Opex	57,263.75	4,771.98	5.22	6.05
TI	94,683.06	7,890.26	8.63	10.01
BSS	2,414.72	201.23	0.22	0.26

Totals	282,341.69	23,528.48	25.73	29.84
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Year 6				
Months 1-2	Free Rent			
Item	Total	Monthly	\$/RSF	\$/USF
Shell	138,937.87	13,893.79	12.66	14.68
RE Tax	28,446.13	2,844.61	2.59	3.01
Opex	47,719.79	4,771.98	4.35	4.86
TI	-	-	-	-
BSS	-	-	-	-

Totals	215,103.79	21,510.38	19.60	22.55
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Lessors  / Government 

Year 7 - 10				
Months 1-12	Total	Monthly	\$/BSF	\$/USF
Shell	166,725.44	13,893.79	15.19	17.62
RE Tax	34,135.36	2,844.61	3.11	3.61
Opex	57,263.75	4,771.98	5.22	6.05
TI	-	-	-	-
BSS	-	-	-	-
<b>Totals</b>	<b>258,124.55</b>	<b>21,510.38</b>	<b>23.52</b>	<b>27.28."</b>

Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:  
 Renaissance Center LP  
 5301 Grant Avenue, Suite 100  
 Cleveland, Ohio 44125-1053

Lessor is providing two (2) months of free aggregate rent at the beginning of Lease Year 1 and two (2) months of free aggregate rent at the beginning of Lease Year 6."

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

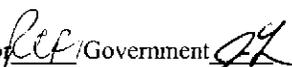
"The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall be \$426,647.17 (original approved amount in the Notice to Proceed dated May 3, 2011 of \$344,160.00 and the approved change orders C001, C002, C03A, C003B, C004, C005, C006, C007, C008, C009, C010, C011 and C012 which total \$82,487.17). The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

A portion of the Tenant Improvement costs, \$378,507.68, shall be amortized for 58 Months in accordance with the lease agreement at an interest rate of eight percent (8.00%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$94,683.12 paid monthly in arrears in the amount of \$7,890.26 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements is \$48,139.49 (\$426,647.17 - \$378,507.68) and shall be paid by a lump-sum-payment as follows:

1. GSA procedures require invoice(s) to contain a Pegasys Document Number (PDN). The PDN for this transaction is: **PS0020988**. Please ensure this number is included on **ALL** invoice(s) submitted to the finance center listed below.
2. If another entity other than the Lessor submits the invoice(s), please include the name and address of the entity and not your company's information. The vendor's name and address must match the name and address of the payee of the lease document.
3. Please submit invoices electronically to [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors or Lessor's unable to submit invoices electronically can submit directly to the Greater Southwest Finance Center with a copy sent to the Lease Contracting Officer. The invoice(s) should be mailed to the following address:

Lessor  Government 

GSA, Greater Southwest Finance Center (7BCP)  
 P.O. Box 17181  
 Fort Worth, Texas 76102

Paragraph 25 of the Lease is hereby deleted in its entirety and replaced with the following:

"The Lessor and the Broker have agreed to a cooperating lease commission equal to [redacted] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is \$ [redacted] (see table below). Said commission has taken into account two (2) months of free rent at the beginning of first lease year. In accordance with the "Broker Commission and Commission Credit" paragraph, 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 [redacted] 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.

5 Firm Term										
	Shell Original (RSF)	Op Costs (RSF)	Security	Amortized TIs	Free Rent	Shell Gross/SF	Annual Amount	Annual % Change (Shell)	\$/SF Shell Increase	
0										
1	\$ 11.66	\$ 5.22	\$ 0.22	\$ 7.19	\$ (2.85)	\$ 21.44	\$ 235,284.74	0.00%	0.00	
2	\$ 11.66	\$ 5.22	\$ 0.22	\$ 8.63	-	\$ 25.73	\$ 282,341.69	0.00%	0.00	
3	\$ 11.66	\$ 5.22	\$ 0.22	\$ 8.63	-	\$ 25.73	\$ 282,341.69	0.00%	0.00	
4	\$ 11.66	\$ 5.22	\$ 0.22	\$ 8.63	-	\$ 25.73	\$ 282,341.69	0.00%	0.00	
5	\$ 11.66	\$ 5.22	\$ 0.22	\$ 8.63	-	\$ 25.73	\$ 282,341.69	0.00%	0.00	

Lump Sum and Broker Credit Calculation									
Rentable SF	Rental Rate per RSF	Firm Period	Broker %	Total 5 Year Firm Term	Total Lump Sum	Rebate	Commission Credit	Broker Commission	
10,976	\$25.73	5	4.00%	\$1,364,651.50	\$54,586.06	40%	\$21,834.42	\$32,751.64	

<b>Total:</b>	<b>\$54,586.06</b>	<b>\$21,834.42</b>
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**Commission Credit Calculation for SF2**

Total Monthly Rent	[redacted]
Monthly Shell Rent	[redacted]
# of Months Credit Deducted	[redacted]
Monthly Credit	[redacted]
<b>Adjusted Shell Rent</b>	[redacted]
Opex, TI & BS	[redacted]
<b>Adjusted Monthly Rent</b>	[redacted]

Notwithstanding Paragraph 3 of this SLA#1, 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 is \$0.

Second Month's Rental Payment is \$0.

Third Month's Rental Payment \$23,528.48 minus prorated Commission Credit of [redacted] equals [redacted] as the adjusted Third Month's Rent.

Lessor RCC / Government JK

Fourth Month's Rental Payment \$23,528.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$23,528.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Fifth Month's Rent."

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Lessor RCE Government JK