

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 3

DATE  
6-11-10

TO LEASE NO.  
GS-05B- 17948

ADDRESS OF PREMISES  
2345 Gateway Drive, Wooster, OH 44691-5342

THIS AGREEMENT, made and entered into this date by and between  
Michael Downing Realty Ltd.  
whose address is 4299 Cranwood Parkway  
Cleveland, OH 44128-4087

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

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of May 27, 2009, as follows:

This Supplemental Lease Agreement (SLA) No. 3 is issued to document the final tenant improvement cost, all of which is to be amortized into the rent over the initial 120 months and the amount of rent and commission as a result. This also establishes the commencement date of the lease term. Paragraphs 2,3, 4 and 25 of the lease change as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the thirteen (13) year, ten (10) year firm, term beginning on a May 27, 2010 and ending May 26, 2023 subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$202,695.96 (\$31.30/usf, \$29.94/rsf) at the rate of \$16,891.33 per Month in arrears. Total rent above is comprised of: shell rent [\$14.91/usf, \$14.27/rsf], operating expenses [\$8.46/usf, \$8.09/rsf] and real estate taxes [\$1.78/usf, \$1.70/rsf] plus \$3,342.63 [\$6.19/usf, \$5.92/rsf] per month in Tenant improvements over 120 months. Rent for a lesser period shall be prorated. The change is due to the following: In Section 1.10 A, TENANT IMPROVEMENTS INCLUDED IN OFFER the Lessor agreed to provide up to \$40.82 per ANSI/BOMA Office Area square foot toward the cost of the tenant improvements. Because the tenant improvement cost is less than that amount, Lessor agreed as outlined in Section 1.11 TENANT IMPROVEMENTS RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 9% amortization rate over 120 months. The Government and Lessor agree that the final Tenant Improvement costs stated in this Supplemental Lease Agreement. In years 11-13, the shell rent will increase to \$16.73/usf, \$16.00/rsf. Rent checks shall be made payable to:

Michael Downing Realty, LTD  
4299 Cranwood Parkway  
Cleveland, OH 44128-4087

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

Page 1 of 2

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the above date.

LESSOR MICHAEL DOWNING REALTY LTD

BY

Michael Downing Realty, LTD  
[Redacted Signature]

President

(Title)

IN PRESENCE

4299 Cranwood Parkway  
(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

[Redacted Signature] (Signature)

Contracting Officer

(Official Title)

4. The Government may terminate this lease at any time on or after May 27, 2010 by giving at least ninety (90) DAYS NOTICE in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of overnight mailing.
  
25. Commission credits will be applied to the shell rent of the lease and rental payments shall be reduced by that amount in the first months of the lease term until all credits have been applied. The reduction of rent will not apply to the Operating Costs (OC) and amortized Tenant Improvements (TI). Rental payments for OC and TI will be paid in accordance with the terms and conditions of the lease at commencement. Commission payment and the commission credit have been negotiated by Jones Lang LaSalle, representing GSA. Commissions for this lease are negotiated at [REDACTED]<sup>(b)(6)</sup> of the total firm term value of the lease for a dollar value of [REDACTED]. It is the agreement between the government, landlord, and Jones Lang LaSalle that [REDACTED]<sup>(b)(6)</sup> of the total commissions (equaling [REDACTED]) negotiated for this lease will be applied to the shell rent at a credit of [REDACTED] over the initial four (4) months of this lease. Payment of the commissions to Jones Lang LaSalle will be paid in accordance with the agreement between the landlord and Jones Lang LaSalle but not later than at acceptance and occupancy of the space. No additional commissions are to be paid to Jones Lang LaSalle for this leasing transaction other than that identified in the SF-2 and attachments or as formally documented in a Supplemental Lease Agreement.