

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-05B-18599
ADDRESS OF PREMISES 904 SAHARA TRAIL # 3, BOARDMAN, OHIO 44513-3667	PDN Number: NA

THIS AMENDMENT is made and entered into between Sylvester Land Co., LTD

whose address is: 7087 West Boulevard, # 10, Boardman, Ohio 44512-4335

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 establish the payment of the amortized tenant improvement cost, the real estate tax base, rent, commission, and commission credit.

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 upon full execution by both parties, as follows:

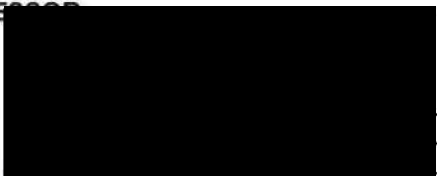
- A. The Lease started on October 1, 2012, but the tenant improvements were completed August 2013. For the period from October 1, 2012 through August 2013, only shell rent and operating expenses were paid to Lessor. In accordance with Lease Amendment # 2, the remaining tenant improvement balance of \$210,859.10 will be amortized at a rate of 8% over the remaining 73 months of firm term of the Lease. The amortized cost of the tenant improvements will be paid monthly starting September 1, 2013 and will be amortized over the remaining firm term of the Lease.

This Lease Amendment contains 2 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: Sylvester Land Co., LTD
Date: 10-1-13

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10-18-13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: NATALIE RAY
Title: Front Desk/office Mgr
Date: 10/1/2013

- B. The real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$18,866.10.
- C. Paragraph 1.03A of the Lease, as amended by Paragraph A of Lease Amendment # 1, shall be deleted in its entirety and replaced as follows:

"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:

	9/1/13-9/30/19	10/1/19-9/30/22
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$104,274.80	\$104,274.80
TAXES	\$18,866.10	\$18,866.10
TENANT IMPROVEMENTS RENT ¹	\$ 43,890.72	\$ XXX,XXX.XX
OPERATING COSTS	\$ 46,513.20	\$ 46,513.20
TOTAL ANNUAL RENT	\$213,544.82	\$169,654.10

¹The Tenant Improvement Allowance is amortized at a rate of 8 percent per annum over 73 months.

²Rates may be rounded."

- D. Paragraph 1.04 of the Lease shall be deleted in its entirety and replaced as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. Devitt & Associates, Inc. as co-broker with Federal Real Estate Services, Inc. (Sub-Contractor with CBRE for the GSA National Broker Contract) and Transcapital Realty, LLC (collectively "the 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 **Devitt & Associates, 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.

B. 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 September 2013 rental payment and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$17,795.40 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$17,795.40 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$17,795.40 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment \$17,795.40 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

INITIALS:  LESSOR &  GOV'T