

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
8/26/10

TO LEASE NO.
GS-05B-17945

ADDRESS OF PREMISES

The 500 Building
500 South Front Street
Columbus, Ohio 43215-7619

THIS AGREEMENT, made and entered into this date by and between

whose address is 500 South Front Street Limited Partnership
495 South High Street
Suite 10
Columbus, Ohio 43215

WHEREAS, the parties hereto desire to amend the above Lease by increasing the square footage and the number of parking spaces, therefore increasing the rent.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2010, as follows:

Therefore, the following 5 items commemorate the changes:

Item #1 Paragraph 1 is hereby deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

- A. A total of approximately 17,098 rentable square feet (RSF) consisting of 14,868 ANSI/BOMA Office Area square feet (USF) of space located on the sixth (6th) and seventh (7th) floor of The 500 Building, 500 South Front Street, Columbus, Ohio 43215 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
- B. Thirty-nine (39) on-site structured, reserved and secured parking spaces are included in the rent.
- C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.150004%.
- D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 11.74%"

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

LESSOR : 500 SOUTH FRONT STREET LIMITED PARTNERSHIP

BY: EOO PARTNERS, LLC *Its General Partner* Vice President
BY: FA Kohler Co. *Its Manager* _____
(Title)

(Title)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____

8/26/10

Contracting Officer

(Official Title)

Item #2 Paragraph 3 is hereby deleted in its entirety and replaced with the following:

- "3. The Government shall pay the Lessor annual rent of \$512,946.00 at the rate of \$42,745.50 per month in arrears for Year 1. The annual rent for Years 2-5 will be \$581,339.80 at the rate of \$48,444.98 per month in arrears. The annual rent for Years 6-10 will decrease by \$107,049.60 per year. 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:

500 South Front Limited Partnership
c/o Eclipse Real Estate Group
495 South High Street
Suite 10
Columbus, Ohio 43215-5689"

Item #3 Paragraph 11 is hereby deleted in its entirety and replaced with the following:

- "11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 3.7 of the SFO, the base cost of services in accordance with Paragraph 3.8 is \$79,537.00 per annum for 17,098 rentable square feet. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease."

Item #4 Paragraph 12 is hereby deleted in its entirety and replaced with the following:

- "12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 3.5 of the SFO, the Government's percentage of occupancy is 11.74%. The Property Tax Identification Numbers associated with this lease are [REDACTED]."

Item #5 Paragraph 16 is hereby deleted in its entirety and replaced with the following:

- "16. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 1.9 of the SFO, the Lessor agrees to provide up to \$635,458.32 toward the cost of the Tenant Improvements. The tenant build out cost of \$635,458.32 (based on \$42.74 per ANSI/BOMA Office Area square foot) is amortized for a period of sixty (60) months at 9.0%. Therefore, the amortized tenant build out costs are \$158,292.83 per annum or \$9.26 per rentable square foot.

Lessor YU 8-19-2010 (initials & date)
Government JMC 8/20/10 (initials & date)

Pursuant to Paragraph 1.10 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 9.0% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 9.0% throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.”

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

Lessor HL 8.19.2010 (initials & date)
Government JMC 8/24/10 (initials & date)