

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE
827-10

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 have entered into a Lease as amended by Supplemental Lease Agreement Number 1 for approximately 13,930 rentable square feet (12,113 usable square feet) on the 6th and 7th floors of the The 500 Building, located at 500 South Front Street, Columbus, Ohio, and an additional 3,198 rentable square feet (2,755 usable square feet), the "Expansion Space", located on the 7th floor for a total of approximately 17,098 rentable square feet, together with thirty-nine garage parking spaces in the attached parking garage,;

WHEREAS, the parties hereto desire to amend the above Lease for commencement, modifying terms while improvements are in progress, but not substantially complete.

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

Therefore, the following 6 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 13,930 rentable square feet (RSF) consisting of 12,113 ANSI/BOMA Office Area square feet (USF) of space located on the sixth (6th), seventh (7th) and eleven (11th) floors 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-two (32) on-site structured, reserved and secured parking spaces are included in the rent.

(continued on next page)

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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: 500 Partners, LLC Its General PARTNER
BY: FA KOHLER, ITS MANAGER

Vice President

(Title)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

8/30/10

Lease Contracting Officer

(Official Title)

- 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 9.57%.
- * It is understood that the Government will lease a total of approximately 17,372 rentable square feet (RSF) consisting of 15,106 ANSI/BOMA Office Area square feet (USF) of space located on the sixth (6th) and seventh (7th) floor, which will be memorialized in a supplemental lease agreement upon substantial completion of the improvements and acceptance by the Government in accordance with the SFO paragraph entitled Construction Schedule of Tenant Improvements, subparagraph F entitled Acceptance of Space. It is further understood that the Expansion Space has been remeasured and has increased from 2,755 USF and 2,993 USF."

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

- "2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning upon September 1, 2010 and continuing through August 31, 2020, subject to any termination rights.

With regards to the remaining 3,442 rentable (2,993 usable) square feet of expansion space on the 7th floor and the relocation of the space from the 11th floor to the 7th floor, the term for the five (5) years of Tenant Improvement Allowance, as outlined in Paragraph 16 of the Lease, will begin upon the substantial completion of the space and acceptance by the Government as satisfactorily complete. The commencement date of that amortization period shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government."

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

- "3. The Government shall pay the Lessor annual rent of \$288,799.08 at the rate of \$24,066.59 per month in arrears for Year 1. The annual rent for Years 2-5 will be \$473,480.70 at the rate of \$39,456.73 per month in arrears. The annual rent for Years 6-10 will decrease by \$87,201.80 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

- * The annual rental rate for Year 1 does not include the amortized Tenant Improvement Allowance of \$42.74/USF. The Tenant Improvement Allowance will not be paid upon the lease commencement date of September 1, 2010, but instead will be reconciled in a Supplemental Lease Agreement ("SLA") within ninety (90) days of the lease commencement date, at which time the five year firm term shall commence."

Lessor YHU 8.28.10 (initials & date)
Government [Signature] 8/30/10 (initials & date)

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

"4. The Government may terminate this lease at any time after the firm term (five years after the tenant improvement allowance commences) by giving at least one hundred twenty (120) days' notice 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 mailing.

Item #5 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 \$64,800.00 per annum for 13,930 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 #6 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 9.57%. The Property Tax Identification Numbers associated with this lease are [REDACTED]

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

Lessor *ku* 8.28.10 (initials & date)
Government *JWD* 8/30/10 (initials & date)