

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-05B-18175	DATE 3-21-11	PAGE 1 of 2
---------------------------------------	------------------------------	-----------------	----------------

ADDRESS OF PREMISES
221 West 5th Street, Lorain, Ohio 44052-1609

THIS AGREEMENT, made and entered into this date by and between MICHAEL DOWNING REALTY LLC.

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 to order tenant improvements within the tenant improvement allowance and to provide Lessor with a **Notice to Proceed** with Tenant improvements.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date of this Supplemental Agreement 1, as follows:

1. This Supplemental Lease Agreement (SLA) No. 1 is issued to document the initial 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. Paragraphs 3 and 24 of the lease are changed as follows:
3. The Government shall pay the Lessor annual rent of **\$431,855.85** (\$41.57/usf, \$37.21/rsf) at the rate of **\$35,987.99** per Month in arrears. Total rent above is comprised of: shell rent plus real estate taxes [\$24.91/usf, \$22.30/rsf], operating expenses [\$10.71/usf, \$9.59/rsf], plus **\$5,141.33** [\$5.94/usf, \$5.32/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 3.2A, **TENANT IMPROVEMENTS INCLUDED IN OFFER** the Lessor agreed to provide up to **\$41.24** 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 3.3 **TENANT IMPROVEMENTS RENTAL ADJUSTMENT**, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a **8%** 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 shall remain at **\$24.91/usf, \$22.30/rsf**.

Rent checks shall be made payable to:

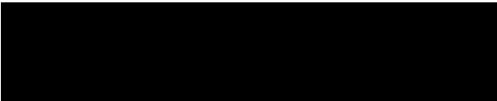
Michael Downing Realty, LTD
4299 Cranwood Parkway
Cleveland, OH 44128-4087

Page 1 of 2

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

	NAME OF SIGNER Michael P. Downing
--	--------------------------------------

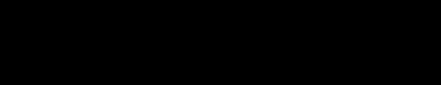
4299 Cranwood Parkway Warrensville Hts. OH 44128

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Timothy M. Mohan
---	------------------------------------

4299 Cranwood Pkwy. Warrensville Heights, OH 44128

UNITED STATES OF AMERICA

SIG 	NAME OF SIGNER Gerald K. Kosman
--	------------------------------------

24 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 CB Richard Ellis Inc., representing GSA. Commissions for this lease are negotiated at [REDACTED] of the total firm term value of the lease for a dollar value of [REDACTED]. It is the agreement between the government, landlord, and CB Richard Ellis Inc that [REDACTED] of the total commissions (equaling [REDACTED]) negotiated for this lease will be applied to the shell rent at a credit of [REDACTED] per month over the initial four (4) months of this lease. Payment of the commissions to CB Richard Ellis Inc will be paid in accordance with the agreement between the landlord and CB Richard Ellis Inc but not later than at acceptance and occupancy of the space. No additional commissions are to be paid to CB Richard Ellis Inc for this leasing transaction other than that identified in the SF-2 and attachments or as formally documented in a Supplemental Lease Agreement.

The first four (4) full Month's Rental Payment shall be \$35,897.99 per month minus prorated Commission Credit of [REDACTED] equals [REDACTED] per month lease payment due.

Lease Paragraph 26 is added to the lease:

- 26 Lessor and the Government agree that the total cost of Tenant Improvements pursuant to the Design Intent Drawings and Special Requirements shall be \$423,756.00 which shall all be amortized into the rent over 10 years as stated in paragraph 3 above.
- II. The Government hereby provides Lessor with a **Notice to Proceed** with Tenant improvements as directed by GSA letter dated **March 14, 2011**;
- III. The approved Design Intent drawings dated **12/7/2010** and the Agency special requirements dated **12/9/2010** are an integral part of this Lease.

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

