

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 2

DATE

10-12-10

TO LEASE NO.  
LOH18277

ADDRESS OF PREMISES

One SeaGate Center, Toledo, OH 43604-1558

THIS AGREEMENT, made and entered into this date by and between  
ONE SEAGATE PARTNERS, LLC  
whose address is 250 Broadway  
New York, NY 10007-2516

Herein after 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 lease commencement date, term, termination rights, the annual rental rate, commissions and commission credits effective **July 16, 2010**, as follows

**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 Lease Agreement 2, as follows:

- I. Paragraph 2 of this lease is deleted in its entirety and substituted with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 16, 2010 through July 15, 2020, subject to termination and renewal rights as may be hereinafter set forth herein.

- II. Paragraph 3 of this lease is deleted in its entirety and substituted with the following:

Due to the lump-sum payment of \$174,607.00 as described in SLA #1 for a portion of the initial tenant improvement and security system installation costs per Article 3.3 A. 2. Of the Solicitation For Offers, the government shall pay the Lessor annual rent payable monthly in arrears according to the following schedule:

Dates	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	Total Monthly Rent
7/16/2010 - 7/15/2015	\$382,264.86	\$166,310.40	\$112,128.42	\$ -	\$660,703.68	\$55,058.64
7/16/2015 - 7/15/2020	\$434,236.86	\$166,310.40	\$112,128.42	\$ -	\$712,675.68	\$59,389.64

Rent for a lesser period shall be prorated. Rent Checks shall be made payable to:

ONE SEAGATE PARTNERS, LLC  
250 Broadway  
New York, NY 10007-2516

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

LESSOR **ONE SEAGATE PARTNERS, LLC**

BY

(Signature)

IN PRESENCE OF

(Signature)

(Title)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Lease Contracting Officer

(Official Title)

III. Paragraph 24 of the lease contract is deleted in its entirety and replaced as follows:

Commission credits will be applied to the shell rent of the lease in equal monthly installments and rental payments shall be reduced by that amount in the first months of the lease until all credits have been applied. The reduction of the rent will not apply to the Operating Costs and amortized Tenant Improvements. Rental payments for OC and TI will be paid in accordance with the terms and conditions of the lease commencement. Commission payment and the commission credit have been negotiated by Jones Lang LaSalle, representing GSA. Commissions for this lease are negotiated at [REDACTED] of the total firm term value of the lease for a total value of [REDACTED]. It is the agreement between the government, landlord, and Jones Lang LaSalle that [REDACTED] of the total commission [REDACTED] negotiated on this lease will be applied to the shell rent and was evaluated in the Present Value Analysis prior to the award of the lease.

Lessor will pay the remaining commission amount, or [REDACTED], to Jones Lang LaSalle. The Lessor paid [REDACTED] in commissions at the time of lease signing, and the remainder [REDACTED] will be due no later the date the government accepts 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. Schedule for the government's commission credit, via rental reduction is as follows:

Rental Period	Scheduled Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$ 55,058.64	\$ 31,855.41	\$	\$	\$
Month 2	\$ 55,058.64	\$ 31,855.41	\$	\$	\$
Month 3	\$ 55,058.64	\$ 31,855.41	\$	\$	\$
Month 4	\$ 55,058.64	\$ 31,855.41	\$	\$	\$
Month 5 - 60	\$ 55,058.64	\$ 31,855.41	\$	\$	\$
Month 61 -120	\$ 59,389.64	\$ 36,186.41	\$	\$	\$

Payment of the commissions to Jones Lang LaSalle will be paid in accordance with the agreement between the Lessor and Jones Lang LaSalle but not later than at the acceptance and occupancy of the space. No additional commissions are to be paid to Jones Lang LaSalle for this leasing transaction unless formally documented in this Supplemental Lease Agreement # 2.

INITIALS: [Signature] LESSOR & [Signature] GOV'T