

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 002

DATE
~~Aug~~ 26 2010
July

TO LEASE NO.
GS-05B-17930

ADDRESS OF PREMISES Ralph Regula Federal Building and United States Courthouse,
301-401 McKinley Avenue SW
Canton, OH 44702-1745

THIS AGREEMENT, made and entered into this date by and between **CANTON COURTHOUSE COMPANY, LLC.**

whose address is c/o Carnegie Management and Development Corporation
27500 Detroit Road, Suite 300
Westlake, Ohio 44145-5913

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution of this Supplemental Lease Agreement (SLA) by both parties as follows:

This Supplemental Lease Agreement is issued to recognize the official building name and address of the leased premises as designated by Public Law PL 111-74; amend the following two GSA Form 3517B, GENERAL CLAUSES: "2. 552.270-5 SUBLETTING AND ASSIGNMENT" and "17. 552.270-7 FIRE AND CASUALTY DAMAGE"; and corrects the Lessor name.

1. The Address of Premises is hereby amended to state that the official building name and address is:

Ralph Regula Federal Building and United States Courthouse
301-401 McKinley Avenue SW
Canton, Ohio 44702-1745

2. General Clause 2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999) of the Lease is hereby amended and replaced with the following:

The Government may sublet any part of the premises but shall not be relieved from any obligations under this Lease by reason of any such subletting. The Government may at any time assign this Lease, and be relieved from all obligations to Lessor under this Lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld. Notwithstanding the foregoing, any such assignment shall only be permitted to be made to another governmental entity.

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 above date.

Page 1 of 3

LESSOR CA

BY

IN PRESENCE

July 23, 2010
(Date)

WESTLAKE, OHIO
(Address)

UNITED STATES OF AMERICA

BY

VALERIE L. GR

ADMINISTRATION

7/26/2010

Contracting Officer

(Official Title)

3. General Clause 17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999) of the Lease is hereby amended and replaced with the following:
- (a) If the entire premises are destroyed by fire or other casualty, this Lease will immediately terminate, provided, however, that this Lease shall not be terminated by the Government if the Lessor certifies in writing at least fifteen (15) days after the incident of such fire or other casualty that the space can be repaired and the premises restored to tenable condition within two hundred seventy (270) days of the date of such certification by the Lessor. If the Lessor shall deliver such certification, the Lessor shall, within 30 days, diligently commence the repair or restoration, provided that if such repair or restoration cannot be completed within such 270 days period by diligent commencement and continuous pursuit of such repair or restoration, and such repair or restoration shall be completed in a time frame determined by the Government to be reasonably practicable. The rent during the period of destruction or damage shall be wholly abated effective from the date of such destruction or damage. The Government shall not be permitted to terminate this Lease as a result of such destruction or damage so long as the Lessor diligently commences and completes the repair or restoration of the premises within the 270 day period or such other period as is determined by the Government to be reasonably practicable.
 - (b) In case of partial destruction or damage, so as to render the premises completely untenable, as reasonably determined by the Government, then the Lessor shall, within 30 days, diligently commence the repair or restoration of such portion of the leased premises to the condition in which such part of the premises existed before such destruction or damage and complete such repair or restoration, provided that if such repair or restoration cannot be completed within such 180 day period with diligent commencement and continuous pursuit of such repair or restoration, such repair or restoration shall be completed as soon as reasonably practicable, as determined by the Government. The rent during the period of partial destruction or damage shall be proportionately abated so that the Government is only paying rent for that portion of the premises that it can actually use, i.e. usable square feet as compared to total square feet, during the period that such part of the premises is untenable effective from the date of such partial destruction or damage, and the Government shall reoccupy such part of the premises upon completion of such repairs or restoration. During such time as the Lessor shall be repairing or restoring such part of the premises, rent shall not abate on any space not affected by such partial destruction of damage.
 - (c) As soon as practicable after a partial destruction or damage to premises, but in no event more than thirty (30) days thereafter, the Lessor shall provide to the Government a schedule and plans for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plans for repair or restoration of the premises, with the Government approval not to be unreasonably withheld, conditioned or delayed.
 - (d) Nothing in this Lease shall be construed as relieving Lessor from liability for damage to the destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.

LESSOR: _____ 7/23/10
(INITIALS) (DATE)

GOVT: _____ July
(INITIALS) ~~AUG 26 2010~~
(DATE)

(Handwritten initials and date are present in a circular stamp)

4. In consideration for modifying General Clause 2 and 17 above, the Lessor agrees to provide the Government supplemental cooling for the [REDACTED] UPS room and [REDACTED] Control Room to maintain temperatures that are recommended for tenant equipment currently installed in these rooms, including a mini split-system cooling unit to serve both rooms. Also being provided are sun shades for the atrium lobby glass walls. The value to the Government is estimated at Thirty Five Thousand Dollars (\$35,000.00). The Lessor agrees this is an estimate and agrees to fully fund the work without request for any additional payment from the Government or changes to the Lease should the actual cost exceeds the estimate.

5. This SLA corrects the Lessor's Name by deleting the word "Federal" where it is mentioned throughout SLA Number 01. The parties acknowledge that the correct name of the Lessor is Canton Courthouse Company, LLC.

LESSOR: _____ 7/23/10
(INITIALS) (DATE)

GOVT: _____ July
(INITIALS) ~~AUG~~ 26 2010
(DATE)