

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE

9/16/09

TO LEASE NO. GS-05B-16880

ADDRESS OF PREMISES

155 W. Nationwide Blvd.
Columbus, Ohio 43215-2570

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

RECEIVED

whose address is NWD Arena District II, LLC
375 N. Front St.
Suite 200
Columbus, Ohio 43215

OCT 12 2009

Nationwide Realty Investors

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease issued to clarify the tax information for tax adjustment identified in the lease by adding Section 3.4 Tax Adjustment (H) to the SFO

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, with an effective date of September 1, 2009, as follows:

Therefore Section 3.4 Tax Adjustment (H) of the SFO is added to the lease with the following language:

3.4 (H) Tax Adjustment

1. The real estate tax base for purposes of Paragraph 3.4, Tax Adjustment under Solicitation for Offers is \$280,021.06. This tax base represents the real estate taxes for the first 12 month period of the lease coincident with full assessment of the property and is inclusive of real estate taxes for Parcels 010-264854-80 and 010-264854-90, which collectively represent the taxable parcels for 155 W. Nationwide Blvd.
2. The real estate tax base excludes special assessments
3. The real estate tax base established in Paragraph 1 of this Supplemental Lease Agreement does not include taxes attributable to the garage and cinema. The real estate taxes assessed by the county and municipal jurisdictions include taxes attributable to the full building including the garage and cinema based on the square footage, the Lessor has deducted 44% of the assessed taxes to account for the garage and cinema.
4. Beginning in tax year 2007 (payable in arrears), real estate tax adjustments shall be calculated as follows:
 - a) The sum of real estate taxes for Parcels 010-264854-80 and 010-264854-90, as evidenced by the tax bills from the County of Franklin, OH, and from the City of Columbus, OH.
 - b) Multiplied by 56%, which represents the percentage of assessed taxes attributable to the building only (excluding the garage and cinema)
 - c) Multiplied by the percentage of occupancy in the lease.
 - d) Compared to the tax base.

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.

LESSOR

BY

[Redacted Signature]

BRIAN J. ELLIS
PRESIDENT & CHIEF OPERATING OFFICER

(Title)

IN PR

[Redacted Signature]

375 N. Front St., Ste 200
Columbus, OH 43215

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY

[Redacted Signature]

Contracting Officer
(Official Title)