



GSA Public Buildings Service

**SUPPLEMENTAL LEASE AGREEMENT**

Number: 3

Lease Number: **GS-05B-18114** Date: **6/30/11**

Address of the Premises: **Crown Centre One  
5005 Rockside Road, 7<sup>th</sup> Floor  
Independence, OH 44131**

THIS AGREEMENT made and entered into this date by and between **ROCKSIDE 77 PROPERTIES, LP LLC** whose address is: **10705 Northfield Road  
Northfield, OH 44067-0429**

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

WHEREAS the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **March 1, 2011**, as follows: Supplemental Lease Agreement (SLA) No.3 is issued to amend the rent to reflect revised Tenant Improvement costs and the commission and commission credit. All other terms and conditions remain the same.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **March 1, 2011** as follows:

*Paragraph 3 is hereby amended to establish the effective fully serviced rental rate and Tenant Improvement costs as follows:*

3. The Government shall pay the Lessor annual rent for a firm term of five (5) years of \$482,165.65 at the rate of \$40,180.47 per Month in arrears

The Government shall pay the Lessor annual rent for years 6-10 of \$420,380.48 at the rate of \$35,031.7067 per Month in arrears

Rent for a lesser period shall be prorated. Operating Expenses are subject to CPI escalations and Real Estate Taxes are subject to adjustments.

Rent checks shall be made payable to: **Rockside 77 Properties, LP / Prestige Management  
10705 Northfield Road  
Northfield, Ohio 44067-0429**

*Paragraph 17 is hereby amended to establish the effective Tenant Improvement costs as follows:*

17. **Tenant Improvements:** In accordance with Amendment No. 1 to Paragraph 1.10 of SFO No. GS-05B-18114, the Lessor agreed to provide up to \$47.41 per usable square foot (16,437 USF), or \$779,278.17 toward the cost of the Tenant Improvements. The original Government-provided TI allowance of \$37.00, or \$608,169.00 was to be amortized at 5%. Anything above this amount was to be amortized at 8%. The actual tenant build out cost is \$575,016.12 (based on actual Tenant Improvement costs). \$15,863.90 will be paid by the Government to the Lessor in one, lump sum payment, per Supplemental Lease Agreement No. 2 and \$42,529.50 in one, lump sum payment per Supplemental Lease Agreement to be signed (Supplemental Lease Agreement No.4). The remaining \$516,622.72 is amortized for a period of 5 years at 5.00%. Therefore, the amortized Tenant Improvements costs included in the adjusted, fully serviced rent rate are \$116,991.70 per annum or \$6,1894 per rentable square foot. Pursuant to Section 3.3 of SFO LOH18390 and Lease No. GS-05B-18114, in the event the actual tenant improvement cost was less than the Tenant Improvement Allowance amount, the Lessor agrees to refund rent according to all adjustments.

INITIALS: [Signature] & JAH  
GOVT LESSOR



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Paragraph 24 is hereby amended to establish the adjusted Commission and Commission Credit owed as follows:

24. **Commission Agreement:** 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 any Operating Costs (OC) or Taxes that are included in the gross rental rate. Rental payments for OC and Taxes 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 Jones Lang LaSalle, representing GSA. Commissions to Jones Lang LaSalle for this lease are negotiated at four percent [redacted] of the adjusted, aggregate lease value over the total term of the lease for an adjusted, total dollar value of [redacted]. It is the agreement between the Government, landlord, and Jones Lang LaSalle that [redacted] of the total commissions (equaling [redacted]) will be applied to the shell rent as a credit. Lessor will pay the remaining commission amount, or [redacted] to Jones Lang LaSalle, of which [redacted] was already paid on April 08, 2010. The remaining commission to be paid, or [redacted] will be paid to Jones Lang LaSalle upon full execution of this Supplemental Lease Agreement No. 3. If the Lessor has previously paid Jones Lang LaSalle outstanding commissions, only the adjusted amount of [redacted] will be collected. Any additional commissions shall be refunded. Schedule for the government's commission credit, via rental reduction is as follows: \* lessor has paid [redacted]

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit To be applied	Adjusted Monthly Rent Payment
Month 1	\$40,180.4703	\$14,116.8292	[redacted]	[redacted]
Month 2	\$40,180.4703	\$14,116.8292	[redacted]	[redacted]
Month 3	\$40,180.4703	\$14,116.8292	[redacted]	[redacted]
Months 4-60	\$40,180.4703	\$14,116.8292	\$0.00	\$40,180.4703

Real Estate Commissions to lessor's Broker Cresco Real Estate to take in this transaction. Cresco Real Estate is responsible to pay Jones Lang LaSalle their [redacted] adjusted aggregate lease value (less [redacted] credit). Lessor can not confirm the actual amount Jones Lang LaSalle has been paid.

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: ROCKSIDE 77 PROPERTIES, LP LLC

BY [redacted]  
IN [redacted]  
(Signature)

Vice President  
(Title)

10705 Northfield Rd, Northfield, OH 44067  
(Address)

UNITED STATES OF AMERICA

[redacted]

Contracting Officer, U.S. General Services Administration  
(Official Title)