



**SUPPLEMENTAL LEASE AGREEMENT**

Number: 1

Lease Number: **GS-05B-18114** Date: 4/22/11 5/19/11

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**   
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 01, 2011**, as follows: Supplemental Lease Agreement (SLA) No.1 is issued to amend the original Lease Agreement to establish the occupancy date, the square footage, and the monthly/annual rental rate. 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 01, 2011** as follows:

*Paragraph 2 is hereby amended to establish the effective occupancy date and lease term as follows:*

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 01, 2011 for a period of ten (10) years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The established date of occupancy per the Government's acceptance of the space is March 01, 2011 thru February 28, 2021.

*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 \$491,796.66 at the rate of \$40,983.0550 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 4 is hereby amended to establish the effective termination rights of the Government as follows:*

- 4. The Government may terminate this lease at any time on or after February 29, 2016 by giving one hundred twenty (120) DAYS NOTICE in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

INITIALS: JH &   
LESSOR & GOVT



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. The remaining \$559,152.22 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 \$126,622.71 per annum or \$6.6989 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, as enumerated in this SLA No. 1.

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 [redacted] of the adjusted, aggregate lease value over the total firm 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. Schedule for the government's commission credit, via rental reduction is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit To be applied	Adjusted Monthly Rent Payment
Month 1	\$40,983.0550	\$14,116.8292	[redacted]	[redacted]
Month 2	\$40,983.0550	\$14,116.8292	[redacted]	[redacted]
Month 3	\$40,983.0550	\$14,116.8292	[redacted]	[redacted]
Months 4-60	\$40,983.0550	\$14,116.8292	\$0.00	\$40,983.0550

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 <sup>CCCC</sup>

BY [redacted] Vice President (Title)

IN [redacted] 10705 Northfield Rd, Northfield, OH 44067 (Address)

UNITED STATES OF AMERICA

BY [redacted] Contracting Officer, U.S. General Services Administration (Official Title)