

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 3

DATE

4/20/11

TO LEASE NO.  
GS-05B-18198

ADDRESS OF PREMISES

7040 High Grove Blvd, Burr Ridge, IL 60527-7595

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

whose address is High Grove Business Associates, LLC  
1041 E. Woodfield Road  
Schaumburg, IL 60173-4706

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.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of April 1, 2011, as follows:

**This Supplemental Lease Agreement (SLA) No. 3 serves to provide beneficial occupancy and reconcile the TI budget.**

1. This SLA NO. 3 hereby provides beneficial occupancy as of April 1, 2011, and the Government accepts the tenant improvements for the lease space.
2. In Section 3.2 Tenant Improvements Included in Offer, the Lessor agreed to provide \$58.36 per usable square foot (\$58.36 per usable square foot (\$58.36 X 27,000 USF@8.5% over 5 years = \$1,939,950.00) or \$14.37 per RSF toward the cost of improvements. Approved in SLA 1, the actual initial build out cost of \$4,087,486.00 with \$3,096,665.00 is to be amortized into the rent for five (5) years at 8.5% or \$28.24 per rentable square foot.

During construction, additional Tenant Improvements for change orders altered the total Tenant Improvement budget to \$4,031,161.75 The amount of \$3,040,340.75 (\$4,031,161.75 - \$990,821.00) will be amortized into the rent for five (5) years at 8.5% or \$27.72 per rentable square foot.

It shall be noted that the Government intends to pay lump sum of \$990,821.00

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 **High Grove Business Associates, LLC**

BY [Signature]  
(Signature)

Member  
(Title)

IN PRESENCE OF Sally Kyraiso  
(Signature)

1041 E Woodfield Rd.  
Schaumburg, IL 60173  
(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY [Signature]  
Tina Church (Signature)

Lease Contracting Officer  
(Official Title)

Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advance and in writing by the Leasing Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.

Upon successful completion and acceptance by the GSA Leasing Contracting Officer, the Lessor shall provide an invoice via mail to:

GSA Office of Finance	US General Services Administration
P.O. Box 17181	Tina Church, Leasing Contracting Officer
Ft. Worth, TX 76102	230 S. Dearborn Street, Suite 3300
	Chicago, IL 60604

Or, the invoice may also be sent electronically too by going to the following website: [www.finance.gsa.gov](http://www.finance.gsa.gov)

\*The invoice needs to reference PS#0018324 and contract # GS-05B-18198

High Grove Business Associates, LLC

TAX ID: [REDACTED]

DUNS#: 831316042

**Paragraph 2 is hereby deleted in its entirety and replaced with the following:**

“2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2011 through March 31, 2021, subject to any renewal rights as may be hereinafter set forth.”

**Paragraph 3 is hereby deleted in its entirety and replaced with the following:**

“3. The Government shall pay the Lessor rent as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RATE/RSF</u>	<u>RATE/ABOA</u>
04/01/2011-03/31/2016				
Shell Rent	\$363,690.00	\$30,307.50	\$13.47	\$13.47
Operating Cost	\$148,500.00	\$12,375.00	\$5.50	\$5.50
Tenant Improvements	\$748,526.95	\$62,377.25	\$27.72	\$27.72
Full Service Rent	\$1,260,716.95	\$105,059.75	\$46.69	\$46.69
04/01/2016-03/31/2021				
Shell Rent	\$401,220.00	\$33,435.00	\$14.86	\$14.86
Operating Cost	\$148,500.00	\$12,375.00	\$5.50	\$5.50
Tenant Improvements	\$0.00	\$0.00	\$0.00	\$0.00
Full Service Rent	\$549,720.00	\$45,810.00	\$20.36	\$20.36

CPI and tax escalations continue throughout the term of the lease.

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

High Gove Business Associates, LLC

1041 E. Woodfield Road

Schaumburg, IL 60173-4706”

Initials  
 Lessor MB  
 Government TC

**Paragraph 4 is hereby deleted in its entirety and replaced with the following:**

"4. The term of this lease shall be for ten (10) years, five (5) years firm with sixty (60) days written cancellation notice anytime on or after March 31, 2016. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

**Paragraph 26 is hereby deleted in its entirety and replaced with the following:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] per rentable square foot per year of lease term up to a maximum of [REDACTED] per rentable square foot for the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with the lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$105,059.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Monthly Rent.

Second Month's Rental Payment \$105,059.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Monthly Rent.

**Paragraph 27 is hereby added to this lease:**

27. The Government acknowledges the potential for janitorial services above and beyond the requirements of this lease. Any additional services shall be engaged on a per request basis and prices determined at the time of the request. The Lessor shall invoice the Government and the Government shall pay the Lessor for services rendered.

Initials  
Lessor MB  
Government JC