

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 16

DATE

10-28-10

LEASE NO. GS-05B-16200

ADDRESS OF PREMISES

2300 East Devon Avenue
Des Plaines, Illinois 60018

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

O'Hare Lake 2300-A LLC

Whose address is 2200 East Devon Avenue, Suite 314
Des Plaines, Illinois 60018

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 October 21, 2010.**

The Supplement Lease Agreement No. 16 is issued to initiate the lease agreement's two (2) five year renewal options, totaling ten years.

Supplemental Lease Agreement No. 16 is hereby issued to amend the lease term, annual rent, the usable square feet, rentable square feet, and the Government's total percentage of occupancy in the building. Therefore, Paragraph Nos. 1, 2, 3, and 5 of Standard Form 2, Lease for Real Property, and Paragraph No. 13, of the Attachment A to Standard Form 2, are hereby deleted in their entirety and shall hereby read as follows:

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All other terms and conditions of the lease shall remain in force and effect. This Supplemental Lease Agreement No. 16 consists of four (4) pages and Appendix "A" - the Floor Plans consisting of four (4) pages and Appendix "B" - the Remediation Plans consisting of three (3) Pages.

SUPPLEMENTAL AGREEMENT NO. 16 CONSIST OF A TOTAL OF ELEVEN (11) PAGES.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: O'HARE LAKE 2300-A LLC

BY


(Signature)

Manager

(Title)

IN PRESENCE OF

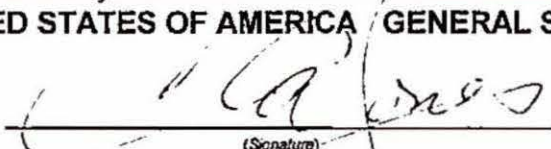

(Signature)

2200 E. Devon Avenue
Des Plaines, Illinois 60018

(Address)

UNITED STATES OF AMERICA / GENERAL SERVICES ADMINISTRATION

BY


(Signature)

Leasing Contracting Officer

(Official Title)

GSA DC 68-1176

(SPEEM computer generated form: JAN 92)

GSA FORM 276 JUL 67/FEB 92

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1. The Lessor hereby leases to the Government the following described premises:

Approximately 209,970 rentable square feet (RSF) of space, yielding approximately 175,898 usable square feet (USF) office and support space in the O'Hare Lake Office Park located at 2300 East Devon Avenue, Des Plaines, Illinois 60018. The Government's space is located on the 1st, 2nd, 3rd, and 4th floors of the O'Hare Lake Office Park depicted in Appendix "A" – the Floor Plans. Space is to be used for such purposes as determined by the General Services Administration according to its lease agreement. The Government shall have approximately 760 on-site parking spaces for the Government's exclusive use, for parking purposes only. The Lessor shall have the option and right, at any time during the term of the lease and at the Lessor's expense, to construct a parking garage structure adjacent to the building, to replace some or all of the existing parking spaces and accommodate the parking requirement in the lease.

The Common Area Factor (CAF) for adjustment between rentable and usable square feet shall remain 1.1937%.

2. The Government shall have and hold said premises with their appurtenances for the term commencing on October 21, 2000 and ending on October 20, 2020, subject to termination and renewal rights as may be herein set forth
3. The Government shall pay the Lessor the annual rent as follows:

October 21, 2010 through October 20, 2015

\$4,850,307.00/\$23.10 RSF at the rate of \$404,192.25 per month in arrears

October 21, 2015 through October 21, 2020

\$5,165,262.00/\$24.60 RSF at the rate of \$430,438.50 per month in arrears

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

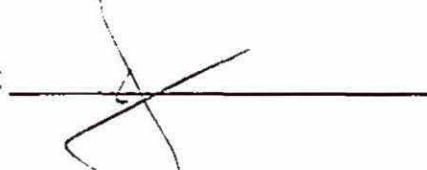
O'Hare Lake 2300-A LLC
2200 East Devon Avenue, Suite 314
Des Plaines, Illinois 60018

5. Government is exercising its two five (5) year firm term renewal options under the lease agreement. Lump sum real estate tax escalations payments shall continue.

Lessor



Government



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13. "For the purposes of real estate tax escalations, in accordance with SFO Paragraph 3.4 (Tab 2, page 11), the real estate tax base for the O'Hare Lake Office Plaza complex is \$2,114,808.21. Based upon the 209,970 rentable square feet of space currently occupied by the Government under this lease, the Government occupies ~~28.34%~~ ^{29.40%} of the O'Hare Lake Office Plaza complex, which consists of five (5) office buildings, parking areas and a large detention pond (collectively, the "Office Complex").

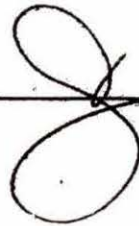
On May 18, 2004, a Plat of Subdivision of the Office Complex was recorded with the Recorder of Deeds of Cook County, Illinois, dividing the Office Complex into six (6) subdivided lots as depicted on Exhibit "A" attached hereto and made a part hereof (the "Subdivision Plat"). The building of which the Premises are a part shall hereafter be legally described as Lot 5 in O'Hare Lake Subdivision being a Subdivision of Part of the East Half of the Southeast Quarter of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois (the "2300 East Devon Avenue, Lot 5"). It is anticipated that real estate taxes assessed in 2004 and payable in 2005 will be assessed based upon the 2300 East Devon Avenue, Lot 5, and not be based upon the property identification numbers used in the years prior to 2004 to assess the Office Complex. Beginning in the first year that taxes payable with respect to the O'Hare Lake Office Park are assessed pursuant to newly assigned property identification numbers based on the Subdivision Plat, and continuing each year thereafter, Lessee shall pay to the Lessor an amount equal to 85.78% multiplied by the difference between the real estate taxes billed with respect to the 2300 East Devon Avenue, Lot 5 for each lease year or partial lease year, minus the real estate tax base for the 2300 East Devon Avenue, Lot 5 of \$621,799.31."

Based upon the 209,970 rentable square feet of space occupied by the Government, the Government occupies 85.78% of the 2300 East Devon Avenue Building located on Lot 5. The actual percentage of the Government's occupation of the building's total rentable space.

Lessor



Government



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The Lessor's Identification No. (TIN) is [REDACTED].

23. It is mutually understood that the Lessor shall resolve and complete all lease deficiencies defined in the Federal Aviation Administration's ([REDACTED]) / Section 504 Facility Accessibility Assessment Survey according to the attached [REDACTED] Remediation Plan, within 120 days of the lease renewal effective date October 21, 2010. See attached Appendix "B" – the Remediation Plans. The Leasing Contracting Officer or authorized representative shall perform a walk-thru after 120 days to determine if the remediation plan resolutions have been completed, as required. If requirements have not been met, the Lessor must correct all deficiencies within 30 days.

Upon the Government's request, the Lessor also agrees to resolve all deficiencies identified as the Government's responsibility in the [REDACTED] Remediation Plan, within 60 - 90 days during the life of the lease agreement. The Government agrees it shall be responsible for the cost of these items.

24. The Lessor agrees that its Government tenant's in the O'Hare Lake Office Park have exclusive use of the building's Conference Facility's of the three (3) main rooms identified as the Illinois Room, the Minnesota Room, and the Michigan Room, at no cost for the entire lease term.

The Government agrees it is responsible for providing, maintaining, and the use of all furnishings and audio-visual equipment. In addition, the Government agrees it is responsible for the cost of any electricity, the cost of any above-standard building finishes, space reconfigurations and/or modifications requested by the Government, and the cost of any above-standard building services, as required.

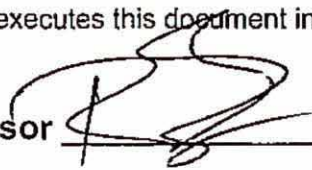
25. Any new tenant(s) that will occupy any vacant space in the 2300 East Devon Avenue Building must enter through the Government Security Check Points.
26. Carpeting in Government occupied space under this lease will be replaced, starting upon the commencement of the ten year renewal of the lease. This includes moving and return of furniture.

All painted surfaces in Government occupied space under this lease will be repainted, starting upon the commencement of the ten year renewal of the lease. This includes moving and return of furniture.

All other terms and conditions of the Lease shall remain in force and in effect.

The Leasing Contracting Officer represents the General Services Administration as an agent with the authority to enter into the lease and amend the lease on behalf of the Government, and executes this document in his or her official duty only and not as an individual.

Lessor



Government

