

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE  
AMENDMENT NO.  
1  
PS#

DATE  
Revised  
10/18/2012

LEASE NO.  
GS-05B-17900

ADDRESS OF PREMISES 9715 S Cottage Grove Ave  
Chicago, IL 60628

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

whose address is 97<sup>TH</sup> STREET SSA LLC  
694 Grandview Lane  
Lake Forest, IL 60045  
C/O Mr. William Schorsch

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 4, 2012, as follows:

"Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment"

LEASE AMENDMENT (LA) Number 1 is issued to establish an effective date for the commencement of this lease and to memorialize lumpsum payments for change order items above the tenant improvement allowance and security installation.

1. Paragraph 2 of the lease is deleted in its entirety and replaced with the following Paragraph 2:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 4, 2012 through October 3, 2027, subject to termination and renewal rights as may be hereinafter set forth. The lease will then be in effect for 15 years, 10 years firm. The firm term is from October 4, 2012 through October 3, 2022."

2. Paragraph 3 of the lease is deleted in its entirety and replaced with the following Paragraph 3:

"3. The Government Shall pay the Lessor an annual rental according to the following schedule:

Lease Years 1 through 10: \$920,307.00 for years 11 through 15: \$920,307.00, All rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated.

Rent Checks shall be made payable to:

"97<sup>TH</sup> STREET SSA LLC, 694 Grandview LN, Lake Forest, IL60045"

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.

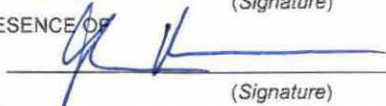
LESSOR: 97<sup>TH</sup> STREET SSA LLC

BY

  
(Signature)

  
(Title)

IN PRESENCE OF

  
(Signature)

694 Grandview Ln. Lake Forest IL 60045  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Jerald M Helland

(Signature)

Lease Contracting Officer

(Official Title)

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3. Paragraph 4 of the lease is deleted in its entirety and replaced with the following Paragraph 4:

"4. The government may terminate this lease at the end of the firm term, October 3, 2022 or anytime after the firm term, October 3, 2022, by giving at least 90 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."

4. Paragraph 13 of the lease is deleted in its entirety and replaced with the following Paragraph 13:

"13. The rent is subject to annual operating cost adjustments in accordance with Paragraph 4.3 OPERATING COSTS (SEP 2009) of Solicitation for Offers No. GS-05B-17900 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$94,704.00."

5. Paragraph 16 of the lease is deleted in its entirety and replaced with the following Paragraph 16:

"16. The Lessor's DUNS Number is **962 176 546** and Tax ID Number is [REDACTED]."

6. Paragraph 32 is added to this lease as follows:

"32. The Tenant Improvement costs submitted by the Lessor were determined fair and reasonable by the Government exceeded the tenant improvement allowance (TIA) by \$373,984.24 (overage amount). This amount included change orders for the benefit of the government. The overage amount is being ordered via this LA and will be paid via a lumpsum payment upon completion of tenant improvement and acceptance by the government, upon submission of a properly executed invoice.

Also, security installation in the amount of \$27,193.50 is ordered via this LA for the benefit of the Government. This amount will be paid via a lumpsum payment. The total amount via lumpsum payment shall be \$401,177.74."

The Lessor waives any right to future payment for the initial construction costs except for the \$763,787.76 that will be amortized in the monthly rent as stated in Paragraph 3. Submit your invoice directly to: GSA Greater Southwest Finance Center (7BCp), P.O. Box 17181, Fort Worth, Texas 76102 or to the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Your invoice must be on letterhead of the Lessor, include an invoice number, this lease number, and a Pegasus Document Number (PS#)."

7. Paragraph 1 of the lease is deleted in its entirety and replaced with the following Paragraph 1

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

15,784 BOMA usable square feet (17,300 rentable) of ground floor office space, in a single story building, along with 80 on-site surface parking spaces for the exclusive use of the Government, all located at 9715 S. Cottage Grove in Chicago, Illinois, 60628, to be used for such purposes as determined by the General Services Administration.

This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO GS-05B-17900, which is attached to, and is part of this lease."

Lessor: 

Gov't: 