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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 1	DATE 12/15/10																								
ADDRESS OF PREMISES One Oakbrook Terrace Oakbrook Terrace, IL 60181-4485		TO LEASE NO. GS-07B-18357																									
<p>This agreement made and entered into this date by and between One Oakbrook Investors, LLC</p> <p>whose address is: c/o UBS Realty Investors, LLC 242 Trumbull Street Hartford, CT 06103-1212</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>The purpose of this Supplemental Lease Agreement No. 1 is to establish the commencement and further modify the lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated May 13th, 2010 is amended, effective upon execution by the Government, as follows:</p> <p>Paragraph 2 of the Lease is deleted and the following substituted therefore:</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 1st, 2010 through October 31st, 2020, subject to the termination provision as is hereinafter stated."</p> <p>Paragraph 3 of the Lease is deleted and the following substituted therefore:</p> <p>"3. The Government shall pay to the Lessor annual rent payable monthly in arrears at the following rate structure:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"><thead><tr><th>Term Years</th><th>Shell Per RSF</th><th>Base Operating Cost Per RSF</th><th>Amortized Tenant Improvement Allowance Per RSF</th><th>Amortized Building Specific Sec. Per RSF</th><th>Rate Per RSF</th><th>Annual Rent</th><th>Monthly Rent Payable in Arrears</th></tr></thead><tbody><tr><td>1-5</td><td>\$13.50</td><td>\$7.04</td><td>\$8.71</td><td>\$.48</td><td>\$29.73</td><td>\$218,396.58</td><td>\$18,199.72</td></tr><tr><td>6-10</td><td>\$17.96</td><td>\$7.04</td><td>\$0.00</td><td>\$0.00</td><td>\$25.00</td><td>\$183,650.00</td><td>\$15,304.17</td></tr></tbody></table> <p>Rent for a lesser period shall be prorated. Rent shall be made payable to:</p> <p style="text-align: center;">One Oakbrook Investors, LLC c/o UBS Realty Investors, LLC 242 Trumbull Street Hartford, CT 06103-1212"</p> <p>Paragraph 4 of the Lease is deleted and the following substituted therefore:</p> <p>"4. The Government may terminate this lease in whole or in part at any time on or after October 31st, 2015 by giving at least 60 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."</p> <p>IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.</p>				Term Years	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Amortized Building Specific Sec. Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears	1-5	\$13.50	\$7.04	\$8.71	\$.48	\$29.73	\$218,396.58	\$18,199.72	6-10	\$17.96	\$7.04	\$0.00	\$0.00	\$25.00	\$183,650.00	\$15,304.17
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<p>LESSOR: One Oakbrook Investors, LLC</p> <p>BY <u>[Signature]</u> (Signature)</p> <p>IN PRESENCE OF <u>[Signature]</u> (Signature)</p> <p>UNITED STATES OF AMERICA</p> <p>BY <u>[Signature]</u> (Signature)</p>		<p><u>[Signature]</u> (Title)</p> <p><u>[Redacted Address]</u> (Address)</p> <p>CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 230 S. Dearborn Street, Chicago, IL 60604 (Official Title)</p>																									

Paragraph 5.10 B. Design Intent Drawings of the Solicitation for Offers-SF-2, page 24, shall be deleted and the following is substituted therefore:

"B. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which consist of enough information to prepare construction drawings including: 1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations; and repositioned sprinklers, ceilings, and lighting, where impacted; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. Design intent drawings shall be due from the Lessor within fourteen (14) working days from award.
2. Review. The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within ten (10) working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have seven (7) working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay."

The cost related to the Design Intent Drawings will not exceed [REDACTED]

Paragraph 8 of the Lease is deleted and the following substituted therefore:

- "8. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$269,180.95 shall be amortized through the rent for five (5) years at the rate of 7%. The total cost of Tenant Improvements for the amortization period shall be \$319,806.60."

Paragraph 14 of the Lease is deleted and the following substituted therefore:

- "14. Security cost for [REDACTED] in the total amount of \$14,828.67 (Exhibit D, 1 page) shall be amortized through the rent for 60 months at the rate of 7%. The total cost of the [REDACTED] for the amortization period shall be \$17,617.80."

Notice to Proceed letter dated September 3, 2010 is attached and hereby incorporated into the Lease as Exhibit A (1 page).

Change Orders No. 1 through 12 are attached and hereby incorporated into the Lease as Exhibit B (11 pages).

Tenant Improvement Summary is attached and hereby incorporated into the Lease as Exhibit C (1 page).

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

- END OF SLA NO. 1 -

LESSOR

UNITED STATES OF AMERICA

BY _____

(Initial)

BY _____

(Initial)

INITIALS

GOV'T	LESSOR
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