

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>1</b>	TO LEASE NO. <b>GS-05B-18608</b>	DATE <b>2/15/2012</b>	PAGE <b>1 of 3</b>
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ADDRESS OF PREMISES **PRESIDENTS PLAZA, 8700 W. BRYN MAWR AVENUE, CHICAGO, IL 60631-3579**

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

**PR II Presidents Plaza JV, LLC  
c/o GlenStar Properties**whose address is **55 E. Monroe Street, Suite 3250  
Chicago, IL 60603-5795**

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 the date of this Supplemental Agreement 1, as follows:

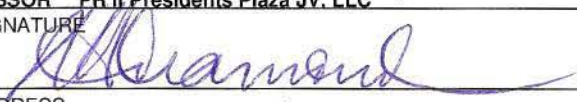
This Supplemental Lease Agreement (SLA) No. 1 is issued to document the change in square footage as.

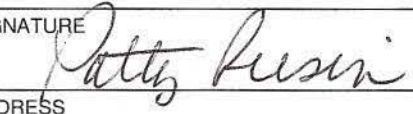
**Paragraph 1 is deleted in its entirety and replaced with the following:**

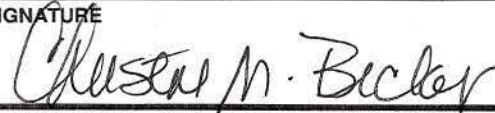
1. The Lessor hereby leases to the Government the following described premises:
  - A. A total of approximately 36,531 rentable square feet (RSF), consisting of 31,989 ANSI/BOMA Office Area square feet (USF) of space located on the first and second floor at Presidents Plaza, 8700 W. Bryn Mawr Avenue, Chicago, IL 60631-3579 as indicated on Attachment F – Floor Plan, to be used for such purposes as determined by the General Services Administration.
  - B. 93 reserved parking spaces located at 8700 W. Bryn Mawr Avenue, including three (3) located in a secure structure and identified for government use only, plus an additional sixty (60) parking spaces located within three (3) blocks, all included in the rent.
  - C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.141986.
  - D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 4.88865%.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

<b>LESSOR PR II Presidents Plaza JV, LLC</b>	
SIGNATURE 	NAME OF SIGNER <b>RAND DIAMOND</b>
ADDRESS	

<b>IN PRESENCE OF</b>	
SIGNATURE 	NAME OF SIGNER <b>PATTY RUSIN</b>
ADDRESS	

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	NAME OF SIGNER <b>CHRISTINE BECKER</b>
	OFFICIAL TITLE OF SIGNER <b>LEASING CONTRACTING OFFICER</b>

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

3. The Government shall pay the Lessor annual rent of \$907,064.73 at the rate of \$75,588.73 per month or \$24.83 per RSF in arrears for Years 1-5. In years 6-10: \$1,016,657.74 at the rate of \$84,721.48 per month or \$27.83 per RSF. In years 11-15, \$1,126,250.74 at the rate of \$93,854.23 per month or \$30.83 per RSF. In years 16-19, \$1,235,843.74 at the rate of \$102,986.98 per month or \$33.83 per RSF. Rent in Year 20 shall decrease to \$1,158,964.78 annually; Year 20 rent is comprised of \$102,986.98 per month for the first six months, or \$33.83 per RSF; then amortization of tenant improvements will expire and rent shall decrease to \$90,173.82 per month for the last six months, or \$29.62 per RSF. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

**The full-service gross rent shall be abated for the first six (6) months of the lease term.**

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

**PR II Presidents Plaza JV, LLC**  
**c/o GlenStar Properties**  
55 E. Monroe Street, Suite 3250  
Chicago, IL 60603-5795

**Paragraph 10 is deleted in its entirety and replaced with the following:**

10. In accordance with the SFO paragraph 3.3 entitled, *Tenant Improvement Rental Adjustment*, the Lessor agrees to provide up to \$1,633,358.34 (\$51.06 per USF x 31,989 USF) toward the cost of Tenant Improvements. The costs of the Tenant Improvements are amortized at 7% over 234 months which equates to \$4.20 per RSF. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 7%. The refund shall be a credit to base rent equally amortized for the first 234 months of the full term. The Landlord understands that the Government may cancel this lease anytime after the 180<sup>th</sup> month, and that the Government is not responsible to pay for any unamortized tenant improvement beyond the cancellation date.

Fees applicable to Tenant Improvements shall not exceed:

- General Conditions six (6) percent of project cost
- General Contractor four (4) percent of project cost
- Architectural/Engineering \$3.66 per usable square foot
- Lessor Project Management Fees zero (0) percent of project cost

**Paragraph 11 is deleted in its entirety and replaced with the following:**

11. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.141986 (36,531 RSF / 31,989 USF).

**Paragraph 12 is deleted in its entirety and replaced with the following:**

12. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 4.88865%. The Real Estate Tax Base is also established as \$141,740.28 per annum, or \$3.88 per RSF. The tax parcel ID numbers for the property are 12-02-302-018 and 12-02-302-019.

**Paragraph 13 is deleted in its entirety and replaced with the following:**

13. In accordance with SFO paragraph 4.3 entitled, *Operating Costs*, the base is established as \$275,443.74 per annum based on the Government's occupied space 36,531 RSF on the first and second floors. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease.

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Paragraph 27 is deleted in its entirety and replaced with the following:

27. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commission of [REDACTED] per rentable square foot per year of the firm term. This equates to roughly [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and payable (i) one-half (1/2) when the Lease is fully executed and (ii) the balance upon the earlier of Tenant's occupancy of the premises pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. Jones Lang LaSalle received [REDACTED] when the lease was awarded. Lessor will pay the remainder, or [REDACTED], when the Government accepts the space as substantially complete.

The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion (less real estate taxes) of the annual rental payments due and owing 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 until the credit has been fully recaptured. The rent reduction shall begin in month 7 as the first 6 months of rental payments have been abated. The monthly rent schedule for the firm term is as follows:

Months	Total Monthly Rent	Monthly Shell Rent (less taxes)	Commission Credit	Total Net Monthly Rent
1-6	\$ -	\$ -	\$ -	\$ -
7	\$ 75,588.73	\$ 28,010.23	\$ [REDACTED]	\$ [REDACTED]
8	\$ 75,588.73	\$ 28,010.23	\$ [REDACTED]	\$ [REDACTED]
9	\$ 75,588.73	\$ 28,010.23	\$ [REDACTED]	\$ [REDACTED]
10	\$ 75,588.73	\$ 28,010.23	\$ [REDACTED]	\$ [REDACTED]
11	\$ 75,588.73	\$ 28,010.23	\$ [REDACTED]	\$ [REDACTED]
12	\$ 75,588.73	\$ 28,010.23	\$ [REDACTED]	\$ [REDACTED]
13	\$ 75,588.73	\$ 28,010.23	\$ [REDACTED]	\$ [REDACTED]
14-60	\$ 75,588.73	\$ 28,010.23	\$ -	\$ 75,588.73
61-120	\$ 84,721.48	\$ 37,142.98	\$ -	\$ 84,721.48
121-180	\$ 93,854.23	\$ 46,275.73	\$ -	\$ 93,854.23

All other terms and conditions remain in full force and effect.

INITIALS:

LESSOR

&

GOVT