

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-05B-18682	DATE	PAGE 1 of 2
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ADDRESS OF PREMISES

O'Hare Lake Office Park 2400 East Devon Avenue Des Plaines, Illinois 60018

THIS AGREEMENT, made and entered into this date by and between O'Hare Lake 2400 LLC.

whose address is: O'Hare Lake 2400 LLC
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 to establish Beneficial Occupancy, state the final annual rental amount, establish the total tenant improvement costs, and revise paragraphs 16 and 25 of Standard Form 2.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective May 14, 2012 as follows:

Paragraph 2 is hereby deleted in its entirety and replaced as follows:

2. "TO HAVE AND TO HOLD the said premises with their appurtenances for the **TWENTY (20) YEAR, FIFTEEN (15) YEAR FIRM** term commencing on May 14, 2012 and continuing through May 13, 2032 inclusive subject to termination and renewal rights as may be hereinafter set forth. No rent shall accrue after the date of termination."

Paragraph 3 is hereby deleted in its entirety and replaced as follows:

3. "The Government shall pay the Lessor an annual rent of \$186,331.00 at a rate of \$15,527.58 per month or \$23.15 per RSF in arrears for Years 1-15. In years 16-20, the Government shall pay the Lessor an annual rent of \$173,370.50 at the rate of \$14,447.54 per month, or \$21.54 per RSF. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

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


O'Hare Lake 2400 LLC
2200 E. Devon Avenue, Suite 314
Des Plaines, IL 60018

Paragraph 10 is hereby deleted in its entirety and replaced as follows:


10. "In accordance with the SFO paragraph 3.2 entitled, *Tenant Improvements Included in Offer*, actual tenant improvement costs totaled \$259,222.22, and are comprised of the original approved TI amount of \$217,423.77, Change Order #1 in the amount of \$41,371.21, and Change Order #2 in the amount of \$427.24. These costs are amortized at 5.5% over 180 months which equates to \$3.16 per RSF. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. "

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Robert L. Kozonis, Manager

ADDRESS
O'Hare Lake Office Park 2200 E. Devon Avenue, Suite 314, Des Plaines, Illinois 60018

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Kesha A. Dunn

ADDRESS
O'Hare Lake Office Park 2200 E. Devon Avenue, Suite 314, Des Plaines, Illinois 60018

UNITED STATES OF AMERICA	
SIGNATURE 	CHRISTINE BECKER
	CONTRACTING OFFICER

Paragraph 16 is hereby deleted in its entirety and replaced as follows:

16. "The total net usable square foot area referred to in Paragraph 1 of this lease is subject to adjustment but may not exceed the maximum limitation, nor the minimum usable square foot requirement defined in the Solicitation of Offers. Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$26.62 per usable square foot per annum. 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. Should the leased space not offer the minimum usable square footage required, this lease may be declared null and void by the Government, with no further obligation on the part of either party."

Paragraph 25 is hereby deleted in its entirety and replaced with the following:

25. "In accordance with SFOI paragraph 2.5, 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 2.5, only [REDACTED], which is [REDACTED] of the Commission, will be payable to JLL when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion 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 payment and continue until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

<u>Months</u>	<u>Total Monthly Rent</u>	<u>Monthly Shell Rent</u>	<u>Commission Credit</u>	<u>Total Net Monthly Rent</u>
1-5	\$15,527.58	\$8,672.13	[REDACTED]	[REDACTED]
6-180	\$15,527.58	\$8,672.13	\$ 0.00	\$15,527.58"

All other terms and conditions of the Lease, and as it may have been modified by any and all subsequent Supplemental Lease Agreements, shall remain in full force and effect.