

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-05B-18835
ADDRESS OF PREMISES 224 South Michigan Avenue, Suite 445 Chicago, IL 60604-2505	PDN Number: PS 0024777

THIS AGREEMENT, made and entered into this date by and between **Santa Fe Interests, LLC**.

whose address is: 300 Park Boulevard, Suite 500
Itasca, IL 60143-2635

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease dated May 9, 2012.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 11, 2012 as follows:

The purpose of this Lease Amendment (LA) one (1) is to provide Beneficial Occupancy, establish the lease commencement date, accept the tenant improvements, and reflect the finalized construction costs for Tenant Improvements (TI).

Paragraph 2 is deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 11, 2012 and continuing through December 10, 2022, subject to termination and renewal rights as may be hereinafter set forth.

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

3. The Government shall pay the Lessor annual rent in accordance with the following table:

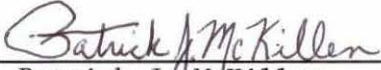
This Lease Amendment contains 2 pages.

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 below date.


FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Patrick J. McKillen
Title: Managing Member
Entity Name: HP Santa Fe, LLC
Date: December 28, 2012

Signature: 
Name: Christopher Bortiglio
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 01/08/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Kim Place
Title: Asset Manager
Date: December 28, 2012

Year	Shell	Real Estate Taxes	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
December 11, 2012 thru December 10, 2017	\$ 52,459.13	\$ 19,043.93	\$ 37,457.53	\$ 35,034.36	\$ 143,994.95	\$ 11,999.58
December 11, 2017 thru December 10, 2022	\$ 63,320.54	\$ 19,043.93	\$ 37,457.53	\$ -	\$ 119,822.00	\$ 9,985.17

CPI and tax escalations continue throughout the term of the lease.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Santa Fe Interests, LLC
c/o Hamilton Partners
300 Park Boulevard, Suite 500
Itasca, IL 60143-2635

Paragraph 29 is added to the lease as follows:

29. The tenant improvement costs for the project totaled **\$189,581.82**. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to **\$175,171.80** toward the cost of the Tenant Improvements. The tenant build out cost of **\$175,171.80** (based on **\$48.39** per ABOA) is amortized for a period of sixty (60) months at zero percent (0%). Therefore, the amortized tenant build out costs are **\$35,034.36** per annum or **\$8.052025** per RSF. The remaining amount of **\$14,410.02** shall be paid via lump sum upon completion, inspection, and acceptance of the space by the GSA Contracting Officer or Contracting Officer's designee, and receipt of an original invoice.

Invoice for payment shall be submitted directly to: GSA Greater Southwest Finance Center electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoice electronically, may mail the original invoice to the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Christopher C. Bonfiglio
 U.S. General Services Administration
 CPSC Specialized Customer Delivery Team
 230 S. Dearborn Street, Suite 3300
 Chicago, IL 60604

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address; and a description, price, and quantity of the items delivered
- GSA PS#: PS 0024777

The invoice must be submitted on company letterhead.

The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS:


 LESSOR

&


 GOVT