

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO GS-GSP-LIL00007
ADDRESS OF PREMISES 175 West Jackson Blvd. Suite 600 Chicago, IL 60604	PDN Number PS0039402

THIS AMENDMENT is made and entered into between
175 JACKSON LLC

whose address is: ~~625 3RD AVENUE 3RD FLOOR~~ 175 W. Jackson Blvd. Suite 2250 CR
~~NEW YORK NEW YORK 10022~~ Chicago, IL 60604-2602 UK

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 formally accept the space as substantially complete, establish Lease commencement date, and establish the total costs of TIs and BSAC.

NOW THEREFORE these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective, Upon Govt Execution, as follows:

Acceptance of Tenant Improvements:

The tenant improvements have been *substantially* completed and the Government accepts the leased premise on January 3, 2018. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A" GSA Form 1204 - Condition Survey Report of this lease amendment have not been met and these items are deficiencies. The Lessor agrees to cure these deficiencies by January 31, 2018. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

LEASE TERM is hereby deleted and replaced with the following:

LEASE TERM

This Lease Amendment contains 6 pages including Exhibit "A"

IN WITNESS WHEREOF, the parties subscribed their names as of the below date:

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Josh Spitzer
Title: SVP
Entity Name: 175 JACKSON LLC
Date: 2-7-2018

Signature: [Redacted]
Name: Christine M Reynolds
Title: Lease Contracting Officer
GSA Public Buildings Service
Date: 2-7-2018

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Josh Spitzer
Title: _____
Date: 2-7-2018

To Have and To Hold the said Premises with its appurtenances for the term beginning on January 3, 2018 and continuing for a period of 49 months, expiring on February 2, 2022, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

Section 1.03 RENT AND OTHER CONSIDERATION Subpart A is hereby deleted and replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears at the following rates:

	MONTHS 1-24	MONTHS 25-43	MONTHS 44-49
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$826,511.61	\$884,787.46	\$1,098,407.23
TENANT IMPROVEMENT RENT ²	\$505,638.78	\$505,638.78	\$0.00
OPERATING COSTS ³	\$262,649.00	\$262,649.00	\$262,649.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$6,277.07	\$6,277.07	\$0.00
PARKING ⁵	\$19,800.00	\$19,800.00	\$19,800.00
TOTAL ANNUAL RENT	\$1,620,876.46	\$1,679,152.31	\$1,380,856.23

¹Shell rent calculation: \$24.23 (rounded) per RSF multiplied by 34,109 RSF

²The Tenant Improvement Allowance of \$1,570,788.96 is amortized at a rate of 8 percent per annum over 43 months

³Operating Costs rent calculation: \$7.70 (rounded) per RSF multiplied by 34,109 RSF

⁴Building Specific Amortized Capital (BSAC) of \$19,500.00 are amortized at a rate of 8 percent per annum over 43 months

⁵Parking costs described below

Section 1.05 TERMINATION RIGHTS is hereby deleted and replaced with the following:

The Government may terminate this Lease, in whole or in part at any time effective after August 2, 2021 by providing not less than 90 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

Total Cost for Tenant Improvements and method of payment:

The Government and Lessor agree the total cost for the Tenant Improvements, including all TI change orders, is \$1,965,848.07. The Lessor shall amortize the Tenant Improvement Allowance of \$1,570,788.96 into the rent at the rate of 8% over 43 Months. The remaining balance not to exceed \$395,059.11 will be paid via one-time lump sum payment by the Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor

The Government and Lessor agree the total cost for the Security, including all Security change orders, is \$30,100.00. The Lessor shall amortize the Building Specific Amortized Capital of \$19,500.00 into the rent at the rate of 8% over 43 Months. The remaining balance not to exceed \$10,600.00 will be paid via one-time lump sum payment by the Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor

The total lump sum payment for the TI and BSAC is \$405,659.11 which will be paid via lump sum payment by the Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Additional assistance is available from the Finance Customer Service Line at 817-978-2408. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
P.O. Box 17181
Fort Worth, TX 76102-0181

INITIALS: CS & CR
LESSOR GOVT

A Copy of the invoice must be provided to the Project Manager at the following address:

General Services Administration
ATTN: Kimberly Willerth
230 S. Dearborn Street
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 PDN #0039402

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

INITIALS: CS & CR
LESSOR GOVT