

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO 2

DATE

4-12-04

TO LEASE NO.  
GS-05B-17010

ADDRESS OF PREMISES

2111 West Roosevelt Road  
Chicago, Illinois 60608-1128

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

whose address is Higgins Development Partners, L.L.C.  
101 East Erie Street, Suite 800  
Chicago, Illinois 60611

hereinafter 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, March 31, 2004 as follows:

**This Supplemental Lease Agreement No. 2 is issued to reflect an adjustment in the term of the lease. Accordingly paragraphs 2, 10 and 72 of the Standard Form 2 are hereby entirely deleted and the following paragraphs are inserted in lieu thereof:**

**2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2006 through March 31, 2020, subject to termination and renewal rights as may be hereinafter set forth.**

**10. It is mutually agreed that the entire Office Building, Annex Facility and Parking Structure must be completed and ready for occupancy by 4/1/06. The actual physical move-in will take place on a phased occupancy basis between 4/1/06 through 6/1/06.**

**72. It is mutually agreed that in Section 3.12 LIQUIDATED DAMAGES, GSAR 552.270-22 (AUG 1992) that the following sentence will be added to this clause: "The Lessor will pay liquidated damages only in the instance where the Lessor has caused the delay in occupancy." DAMAGES TO BE ASSESSED TO THE LESSOR ARE AS FOLLOWS:**

**\$10,000.00 per day for failure to deliver after 4/15/06.  
\$10,000.00 per day for failure to deliver at early access.**

**In addition to the paragraphs as stated above, all dates of performance or other obligations of the Lessor, as stated in the original lease contract, should be extended by the three months by which the completion date is extended.**

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 above date.

LESSOR FBI Chicago Partners, L.L.C. c/o Mr. John W. Higgins

BY

[Redacted Signature]

Chairman & CEO  
(Title)

IN PRESENCE OF

101 E. ERIE Suite 800 Chicago, IL  
(Address)

UNited STATES OF AMERICA ADMINISTRATION

BY

[Redacted Signature]

Contracting Officer  
(Official Title)