

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-05B-18669
ADDRESS OF PREMISES 5531 S, Archer Avenue Chicago, IL 60638-3005	PDN Number: PS0026591

THIS AMENDMENT is made and entered into between **New Management LTD b/b/a Midway Business Center**

whose address is: 5565 S Archer Ave
Chicago, IL 60638-3003

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective mutual execution of this Lease Amendment as follows:

This Lease Amendment No. 5 is issued document the acceptance of the premises, establish the occupancy date, establish and establish the final rental schedule.

Paragraph on Page 2 of the Standard Form 2 for Lease #GS-05B-18669 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 July 31, 2014 and continuing through July 30, 2024. The lease term is ten (10) years, five (5) years firm, subject to termination and renewal rights.


The Government may terminate this lease in whole or in part at any time after the firm term by giving at least 90 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.


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.


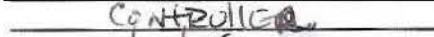
**FOR THE LESSOR: New Management LTD b/b/a
Midway Business Center**

FOR THE GOVERNMENT:

Signature: 
 Name: DAVID L. COTTON
 Title: MANAGER
 Entity Name: MIDWAY BUSINESS CENTER LLC
 Date: 2/11/15

Signature: 
 Name: Christine Reynolds
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 2-18-15

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: 
 Title: CONTROLLER
 Date: 2/11/15

Paragraph 3 of the Standard Form 2 of Lease #GS-05B-18669 is deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent as follows:

From July 31, 2014 through July 30, 2019, the total annual rent of \$579,310.00 at the rate of \$48,275.83 per month or \$27.44 per RSF in arrears. The total annual rent consists of annual Shell Rent of \$295,056.79, annual Operating Costs of \$76,020.00 and annual Tenant Improvement Amortization of \$208,233.21.

From July 31, 2019 through July 30, 2024, the total annual rent shall be \$395,197.92 at the rate of \$32,933.16 per month or \$18.72 per RSF. The total annual rent consists of Shell Rent of \$319,198.32 and Operating Costs of \$75,999.60. There is no annual Tenant Improvement Amortization.

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 **Midway Business Center, PO Box 94466, Chicago, IL 60690-4486.**

Paragraph 10 of the Attachment to Standard Form 2 for Lease #GS-05B-18669 is deleted in its entirety and replaced with the following:

10. In accordance with the SFO Paragraph 3.2 entitled "*Tenant Improvements included in Offer*", the Government and the Lessor mutually agree that the actual Tenant Improvements associated with the Government's approved scope of work including Change Orders 01 – 16 is established as **\$1,581,170.90.**

In accordance with the SFO Paragraph 3.3 entitled "*Tenant Improvements Rental Adjustments*", the Government has elected to pay **\$661,635.50** [\$1,581,170.90 (TI and BSS) - \$919,535.40 (TIA) = \$661,635.50] of the TI cost in a lump sum payment. The remaining Tenant Improvement Allowance of \$919,535.40 (\$48.3966 x 19,000 ABOA) will be amortized at 5.0% per annum over 60 months which equates to \$9.86 per RSF. The amortized cost of these improvements is included in the stated rent in Paragraph 3. The refund shall be a credit to base rent equally amortized for the first 180 months of the full term.

Upon this LA being fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0026591** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
Customer Projects Service Center
ATTN: Christine Reynolds
Stanley J. Roszkowski US Courthouse
327 S. Church Street
Rockford, IL 61101

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

INITIALS: ANC & CL
LESSOR GOVT