

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-05P-LIL18916
ADDRESS OF PREMISES One Prairie Center 4749 Lincoln Mall Drive, Suite 400 Matteson, Illinois 60443-3812	PDN Number:

THIS AMENDMENT is made and entered into between **Matteson II, LLC**

whose address is: 55 E. Jackson Blvd, Ste 500, Chicago, IL 60604-4396

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 the lease commencement.

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 October 1, 2014 as follows:

- A. The "Lease Term" paragraph on Page 1 of the GSA Form L201C is hereby deleted in its entirety and replaced with the following in lieu thereof:

"LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on October 1, 2014 through September 30, 2024 subject to termination and renewal rights as may be hereinafter set forth."

- B. Paragraph 1.03A "RENT AND OTHER CONSIDERATION (JUN 2012)" of the GSA Lease Form L201C is hereby deleted in its entirety and replaced with the following in lieu thereof:

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

This Lease Amendment contains 3 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

Signature: _____
 Name: MANUEL H. VILLAR
 Title: MANAGER
 Entity Name: MATTESON II LLC
 Date: 10/14/2014

FOR THE GOVERNMENT

Signature: _____
 Name: EMILY RAY
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 10/14/14

WITNESSED FOR THE LESSOR BY

Signature: _____
 Name: _____
 Title: _____
 Date: 10/14/2014

	FIRM TERM 10/1/2014 - 05/31/2015	FIRM TERM 06/01/2015 - 09/30/2019	NON FIRM TERM 10/01/2019 - 09/30/2024
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$0.00	\$77,832.60	\$97,306.00
TENANT IMPROVEMENTS RENT ²	\$0.00	\$87,454.91	\$0.00
OPERATING COSTS ³	\$0.00	\$58,470.00	\$58,470.00
BUILDING SPECIFIC SECURITY COSTS ⁴	\$0.00	\$2,195.27	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$0.00	\$225,952.78	\$155,776.00

¹Shell rent (Firm Term) calculation: approximately \$7.99 per RSF multiplied by 9,736 RSF

²The Tenant Improvement Allowance of \$359,428.26 is amortized at a rate of 8 percent per annum over 5 years

³Operating Costs rent calculation: approximately \$6.01 per RSF multiplied by 9,736 RSF

⁴Building Specific Security Costs of \$9,022.27 are amortized at a rate of 8 percent per annum over 5 years

⁵Parking costs described under sub-paragraph G below

⁶Lease includes eight (8) months of free rent

C. Paragraph 1.04 "BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)" of the GSA Form L201C is hereby deleted in its entirety and replaced with the following in lieu thereof:

- A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The Total amount of Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, INC. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. This Lease includes eight (8) months of free rent. Rental payments shall commence in the ninth (9th) month of the Lease Term. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 9 Rental Payment \$18,829.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 9th Month's Rent*

Month 10 Rental Payment \$18,829.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 10th Month's Rent*

Month 11 Rental Payment \$18,829.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 11th Month's Rent*

Month 12 Rental Payment \$18,829.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 12th Month's Rent*

*Subject to change based on adjustments outlined under paragraph "Rent and Other Consideration".

INITIALS:  LESSOR &  GOVT

