

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No-3 TO LEASE NO. GS-05P-LIL19339
ADDRESS OF PREMISES 901 WARRENVILLE ROAD LISLE, IL 60532-4302	

THIS AGREEMENT, made and entered into on the date set forth below by and between Millbrook Lisle 901 LLC.

whose address is: 901 Warrenville Rd, Ste 20
Lisle, IL 60532-4302

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

WHEREAS, the parties hereto desire to amend the above Lease GS-05P-LIL19339 by this Lease Amendment No. Three (3) is issued to increase the lease rental rate due to adding Tenant Improvement (TI) to associated rent schedules and document adjustment of rental.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 16, 2017 as follows:

Use of the GSA Form 276 Supplemental Lease Agreement has been discontinued. All References in the lease to "GSA Form 276" or Supplemental Lease Agreement" Shall now hereby construed to mean "Lease Amendment".

1. Initiate rental payments for the Tenant Improvements (TI) Allowance of \$175,799.14. This will be amortized at a rate of percent 8% per annum. The TIs shall begin billing effective 04/01/2017 for the remaining 55 months of the lease firm-term.
2. The Tenant Improvements are substantially completed and accepted by the Government as of April 01, 2017, the actual TI rental commencement date shall be April 1, 2017 established in this lease amendment. Lease term began with out Tenant Improvements on November 1, 2016

This Lease Amendment contains 4 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: MILLBROOK LISLE 901 LLC

Signature: [Redacted]
Name: BRUCE HOCKTMAN
Title: PRESIDENT
Entity Name: MILLBROOK LISLE 901 LLC
Date: 4/10/2017

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Linda D. Hatterley
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/11/17

Signature: [Redacted]
Name: Inessa Dyachenko
Title: Senior Accountant
Date: 04/10/17

3. The existing Rent paragraph 1.03 is deleted and replaced with the Rent paragraph 1.03 attached hereto.

1.03 RENT AND OTHER CONSIDERATION

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

	Years 1 Rent	
	Step Rents to follow Years Two (2) - Ten (10)	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate <i>Year 1^A</i>	\$211,446.15	\$16.14
Tax Base	\$41,323.01	\$3.15
Tenant Improvements (TIs) Rental Rate ^B	\$45,943.21	\$3.51
Operating Costs*	\$90,810.72	\$6.93
Building Specific Security Costs	\$0	\$0
Full Service Rate	\$389,523.09	\$29.73

A. Step Rent shall occur on an annual basis beginning on November 1, 2017 through termination of lease October 31, 2026.

B. TIs are amortized starting 04/01/2017, at 8% interest, for the remaining 55 months of firm-term, ending 10/31/2021
Annual rental years 2-10 are reflected below with tax base of \$3.15 RSF, Operating Base of \$6.93 RSF.

LIL19339			Rent Table		11,395	USF
					13,104	RSF
Rental Rates in Annual Dollars						
	Shell	Oper	RE Taxes	Ten Improve	Total	
Year 1	\$211,446.15	\$90,810.72	\$41,323.01	\$45,943.21	\$389,523.09	
Year 2	\$217,998.15	\$90,810.72	\$41,323.01	\$45,943.21	\$396,075.09	
Year 3	\$224,550.15	\$90,810.72	\$41,323.01	\$45,943.21	\$402,627.09	
Year 4	\$231,102.15	\$90,810.72	\$41,323.01	\$45,943.21	\$409,179.09	
Year 5	\$237,654.15	\$90,810.72	\$41,323.01	\$45,943.21	\$415,731.09	
Year 6	\$244,206.15	\$90,810.72	\$41,323.01	\$0.00	\$376,339.88	
Year 7	\$250,758.15	\$90,810.72	\$41,323.01	\$0.00	\$382,891.88	
Year 8	\$257,310.15	\$90,810.72	\$41,323.01	\$0.00	\$389,443.88	
Year 9	\$263,862.15	\$90,810.72	\$41,323.01	\$0.00	\$395,995.88	
Year 10	\$270,414.15	\$90,810.72	\$41,323.01	\$0.00	\$402,547.88	

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Rental Rates per RSF					
	Shell	Oper	RE Taxes	Ten Improve	Total
Year 1	\$16.14	\$6.93	\$3.15	\$3.51	\$29.73
Year 2	\$16.64	\$6.93	\$3.15	\$3.51	\$30.23
Year 3	\$17.14	\$6.93	\$3.15	\$3.51	\$30.73
Year 4	\$17.64	\$6.93	\$3.15	\$3.51	\$31.23
Year 5	\$18.14	\$6.93	\$3.15	\$3.51	\$31.73
Year 6	\$18.64	\$6.93	\$3.15	\$0.00	\$28.72
Year 7	\$19.14	\$6.93	\$3.15	\$0.00	\$29.22
Year 8	\$19.64	\$6.93	\$3.15	\$0.00	\$29.72
Year 9	\$20.14	\$6.93	\$3.15	\$0.00	\$30.22
Year 10	\$20.64	\$6.93	\$3.15	\$0.00	\$30.72

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease.
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

All other terms and conditions of the Lease shall remain in force and effect.

End of LA #3

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