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| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No-1<br>TO LEASE NO. GS-05P-LIL19339 |
| ADDRESS OF PREMISES<br>901 WARRENVILLE ROAD<br>LISLE, IL 60532-4302                |  |

**THIS AGREEMENT**, made and entered into this 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. 1 issued to correct Lessor Physical address, operating costs per square foot and the associated rent schedules, and document correction to Lease number on GSA form 1364.

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

1. 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".
2. The Lessor's Physical address is corrected to read as follows to match SAM account:  
  
Millbrook Lisle 901 LLC,  
901 Warrenville Rd., Ste 20,  
Lisle IL, 60532-4302
3. In Rent paragraph 1.03, under the second Rent Table set forth in Paragraph A thereof, the reference to "GS-05P-LMI19338" is deleted and replaced with the correct lease number GS-05P-LIL19339 for this lease.
4. Rent paragraph 1.03 under the first Rent Table for (Years 1) Rent" set forth in Paragraph A thereof, the Operating Costs per Rentable Square Foot is corrected to reflect \$6.93 per RSF.
5. The Existing Rent paraph 1.03 is deleted and replaced with the Rent Paraph 1.03 attached hereto.

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 Heckman  
Title: President  
Entity Name: MILLBROOK Lisle 901 LLC  
Date: 10/27/16

FOR THE GOVERNMENT:

Signature: [Redacted]  
Name: Tina Churchill  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 5P2R5  
Date: 10/31/16

Signature: [Redacted]  
Name: Daniel Ryan  
Title: General Manager  
Date: 10-28-16

**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 Year 1 <sup>A</sup>        | \$211,446.15                                  | \$16.13           |
| Tax Base                                     | \$41,323.00                                   | \$3.15            |
| Tenant Improvements Rental Rate <sup>B</sup> | TBD   | TBD               |
| Operating Costs*                             | \$90,810.72                                   | \$6.93            |
| Building Specific Security Costs             | \$0   | \$0               |
| Full Service Rate                            | \$343,579.87                                  | \$26.21           |

- A. Step Rent shall occur on an annual basis beginning on November 1, 2017 through termination of lease October 31, 2026. Annual rental years 2-10 are reflected below with tax base of \$3.15 RSF, Operating Base of \$6.93 RSF.
- B. The Tenant Improvements Allowance will be at \$175, 799.14 at Government's request and amortized at a rate of percent 8% per annum. Upon acceptance of the TIs, they will be amortized for the remaining firm term and the below rent tables will be modified accordingly.

| LIL19339                       |              | Rent Table  |             | 11,395 USF<br>13,104 RSF |              |
|--------------------------------|--------------|-------------|-------------|--------------------------|--------------|
| Rental Rates in Annual Dollars |              |             |             |                          |              |
|                                | Shell        | Oper        | RE Taxes    | Ten Improve              | Total        |
| Year 1                         | \$211,446.15 | \$90,810.72 | \$41,323.00 | TBD                      | \$343,579.87 |
| Year 2                         | \$217,998.15 | \$90,810.72 | \$41,323.00 | TBD                      | \$350,131.87 |
| Year 3                         | \$224,550.15 | \$90,810.72 | \$41,323.00 | TBD                      | \$356,683.87 |
| Year 4                         | \$231,102.15 | \$90,810.72 | \$41,323.00 | TBD                      | \$363,235.87 |
| Year 5                         | \$237,654.15 | \$90,810.72 | \$41,323.00 | TBD                      | \$369,787.87 |
| Year 6                         | \$244,206.15 | \$90,810.72 | \$41,323.00 | \$0.00                   | \$376,339.87 |
| Year 7                         | \$250,758.15 | \$90,810.72 | \$41,323.00 | \$0.00                   | \$382,891.87 |
| Year 8                         | \$257,310.15 | \$90,810.72 | \$41,323.00 | \$0.00                   | \$389,443.87 |
| Year 9                         | \$263,862.15 | \$90,810.72 | \$41,323.00 | \$0.00                   | \$395,995.87 |
| Year 10                        | \$270,414.15 | \$90,810.72 | \$41,323.00 | \$0.00                   | \$402,547.87 |
| Rental Rates per RSF           |              |             |             |                          |              |
|                                | Shell        | Oper        | RE Taxes    | Ten Improve              | Total        |
| Year 1                         | \$16.14      | \$6.93      | \$3.15      | TBD                      | \$26.22      |
| Year 2                         | \$16.64      | \$6.93      | \$3.15      | TBD                      | \$26.72      |
| Year 3                         | \$17.14      | \$6.93      | \$3.15      | TBD                      | \$27.22      |
| Year 4                         | \$17.64      | \$6.93      | \$3.15      | TBD                      | \$27.72      |
| Year 5                         | \$18.14      | \$6.93      | \$3.15      | TBD                      | \$28.22      |
| 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      |

\* The Tenant Improvements Allowance will be at \$175, 799.14 at Government's request and amortized at a rate of percent 8% per annum. Upon acceptance of the TIs, they will be amortized for the remaining firm term and the above rent will be modified accordingly.

INITIALS:

  
LESSOR

&amp;

  
GOV'T



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.

INITIALS: BA & K  
LESSOR GOV'T