

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this an amendment to the scope of work as it relates to the various change orders, as required in Change Order(s) (C/Os) Nos. 8 Rev.1., 14, 16, 24 Rev.1., 26, 27 Rev.2., 28, 38, 46, 48, 49, 50, 52, 54, 56, 57, 58, 59, 64 Rev.1., as it relates to the construction and installations depicted in the scope of work provided in the attached Exhibit "A" – Labeled as "GSA Recommendation on Change Orders-modified" with credits due agency as associated with (C/Os) Nos. 8 Rev.1., 14, 16, 24 Rev.1., 26, 27 Rev.2., 28, 38, 46, 48, 49, 50, 52, 54, 56, 57, 58, 59, 64 Rev.1. dated November 15, 2017". The total adjusted cost of (C/Os) Nos. 8 Rev.1., 14, 16, 24 Rev.1., 26, 27 Rev.2., 28, 38, 46, 48, 49, 50, 52, 54, 56, 57, 58, 59, 64 Rev.1., is [REDACTED].

2.) The Government and the Lessor have agreed that the "total cost" of the TIs and BSAC shall change from previous amount of \$2,168,633.33 to \$161,554.71 [\$2,330,188.04 per Lease Amendment No. 8 - \$935,849.86 (previously invoiced and paid lump sum amount per Lease Amendment No. 8) - \$930,382.14 (Tenant Improvements amount amortized) - \$302,401.33, (BSAC amount amortized) + \$161,554.71 for (C/Os) Nos. 8 Rev.1., 14, 16, 24 Rev.1., 26, 27 Rev.2., 28, 38, 46, 48, 49, 50, 52, 54, 56, 57, 58, 59, 64 Rev.1., = [REDACTED]. The accrued total TI cost of \$2,027,786.71 and the total BSAC cost of \$302,401.33 per Lease Amendment Nos. 8 and 9 is \$2,330,188.04, which includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI and BSAC costs.

Any changes, to the Construction Drawings which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed, by the GSA Contracting Officer.

3.) The Tenant Improvements and BSAC Allowances are hereby restated as Tenant Improvement Allowance of \$930,382.14 and BSAC Allowance of \$302,401.33. And state the total cost of the Tenant Improvements including the Additional Change Costs, per C/Os Nos. 1 thru 8.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this an amendment to the scope of work as it relates to the various change orders, as required in Change Order(s) (C/Os) Nos. 8 Rev.1., 14, 16, 24 Rev.1., 26, 27 Rev.2., 28, 38, 46, 48, 49, 50, 52, 54, 56, 57, 58, 59, 64 Rev.1., as it relates to the construction and installations depicted in the scope of work provided in the attached Exhibit "A" – Labeled as "GSA Recommendation on Change Orders-modified, for (C/Os) Nos. 8 Rev.1., 14, 16, 24 Rev.1., 26, 27 Rev.2., 28, 38, 46, 48, 49, 50, 52, 54, 56, 57, 58, 59, 64 Rev.1.". The total adjusted cost of (C/Os) Nos. 8 Rev.1., 14, 16, 24 Rev.1., 26, 27 Rev.2., 28, 38, 46, 48, 49, 50, 52, 54, 56, 57, 58, 59, 64 Rev.1., is [REDACTED]. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement and BSAC costs shall be made in the amount of [REDACTED] and only upon completion and acceptance by the Government. The remaining balance of \$930,382.14 for the Tenant Improvements costs shall be amortized monthly into the rent at the rate of six percent (6.0%) over the ten (10) years and the remaining balance of \$302,401.33 for the BSAC costs shall be amortized monthly into the rent at the rate of six percent (6.0%) over the ten (10) years, per the Lease as stated in paragraph 1.03, A. - Rent and Other Considerations (Sep. 2013).

The Government shall have the right to make lump sum payments for any or all TI or BSAC costs.

4.) Except for the Additional Change Costs to be paid by the Government per this Lease Amendment, the Government shall pay for a portion of the TI and BSAC costs by amortizing in the rent a total cost of \$1,232,783.47 [\$930,382.14 (TI) + \$302,401.33 (BSAC) = \$1,232,783.47]. All or a portion of the remaining balance of [REDACTED] [\$2,330,188.04 (Total TI and BSAC Costs) – \$930,382.14 (TI amortized) – \$302,401.33, (BSAC amount amortized) - \$935,849.86 (previously invoiced and paid lump sum amount per Lease Amendment No. 8) = [REDACTED]] may be paid by a lump sum payment. If the BSAC is paid by lump sum payment, then the amortized portions of the rent shall be adjusted accordingly on a subsequent space Acceptance Lease Amendment.

Upon the completion of the additional pending Tenant Improvements and the acceptance of the space by the Government, the exact amount of the lump sum payment shall be [REDACTED]. The Lessor shall be paid for the total amount of the TIs and BSAC costs, using a combination of amortized allowance amounts and a lump sum payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments, when due), and the annual amortized TI costs, BSAC cost, and the amount of the total lump sum payment to the Lessor. Lessor may then submit for the lump sum payment. ✓

INITIALS:

LESSOR

&

GOVT

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 PS #0035620**, 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 800-676-3690.

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

General Services Administration
FTS and PBS Payment Division
(7BCP)
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
Don W. Day, Lease Contracting Officer
GSA, Public Buildings Service,
819 Taylor St., Rm. 11B,
Ft. Worth, Texas 76102-6124

5.) Notwithstanding the foregoing or any previous Lease Amendments, the parties acknowledge that the construction documents, dated May 19, 2017, include improvements beyond the scope of work as specified in Exhibit L- Revised and, to the extent those improvements are not otherwise the subject of this Lease Amendment or Lease Amendment Number 5, the parties agree that the financial responsibility of the parties for those improvements remain unresolved. Therefore the parties agree that to the extent that the Lessor is directed by the Government to proceed with improvements beyond the scope of work as defined in Exhibit L- Revised, and such improvements are not otherwise addressed in this Lease Amendment or Lease Amendment Number 5, the lessor retains right to file a claim secure compensation for those improvements pursuant to the Contract Disputes Act.

6.) To change to official mailing address to: UIRC, 15700 West 103rd Street, Lemont, Illinois 60439-9610

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

END

INITIALS:


LESSOR

&


GOV'T