

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE

X 5/4/10

TO LEASE NO
GS-05B-17975

ADDRESS OF PREMISES: Woodland Park Willowbrook
555 Plainfield Road, Suite A
Willowbrook, Illinois 60527-7603

THIS AGREEMENT, made and entered into this date by and between

whose address is Standard Bank & Trust Company land trust #15232, dated April 25, 1996
Woodland Park - Willowbrook, L.L.C., as beneficiary
16W347 West 83rd Street, Suite A
Burr Ridge, Illinois 60527-7603

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 commencement and expiration dates, change the amount of amortized tenant improvement costs included in the rent due from the commencement date, and commemorate the amount of lump sum payment due the Lessor associated with Change Orders related to the Tenant Improvement work.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 19, 2010 as follows:

The purpose of this Supplemental Lease Agreement is to amend the above Lease as follows:

- 1) Standard Form 2 (SF-2), US Government Lease for Real Property, Paragraph 2 is deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term to begin on April 19, 2010 for a term of ten (10) years/ Five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth."

- 2) Standard Form 2 (SF-2), US Government Lease for Real Property, Paragraph 3 is deleted and replaced with the following:

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

	Per RSF	Annually	Monthly
4/19/2010-4/30/2011	\$31.92	\$299,313.84	\$24,942.82
5/1/2011-4/30/2012	\$32.23	\$302,220.71	\$25,185.06
5/1/2012-4/30/2013	\$32.55	\$305,221.35	\$25,435.11
5/1/2013-4/30/2014	\$32.87	\$308,221.99	\$25,685.17
5/1/2014-4/30/2015	\$33.20	\$311,316.40	\$25,943.03
5/1/2015-4/30/2016	\$22.14	\$207,606.78	\$17,300.57
5/1/2016-4/30/2017	\$22.48	\$210,794.96	\$17,566.25
5/1/2017-4/30/2018	\$22.83	\$214,076.91	\$17,839.74
5/1/2018-4/30/2019	\$23.19	\$217,452.63	\$18,121.05
5/1/2019-4/30/2020	\$23.55	\$220,828.35	\$18,402.36

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Woodland Park Willowbrook, LLC
16W347 West 83rd Street, Suite A
Burr Ridge, Illinois 60527

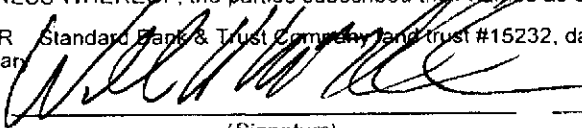
All other terms and conditions of the lease shall remain in force and effect.

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Standard Bank & Trust Company land trust #15232, dated April 25, 1996 Woodland Park - Willowbrook, L.L.C., as beneficiary

BY

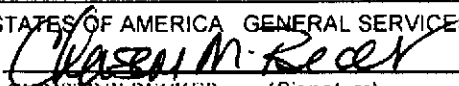

(Signature)

(Title)

IN PRESENCE OF


(Signature)

16W 347 W 83rd St. Burr Ridge, IL
(Address)
60527

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION		
BY	 CHRISTINE BECKER (Signature)	CONTRACTING OFFICER
GSA DC 68-1176	(5PEEM computer generated form:JAN92)	GSA FORM 276 JUL 57/FEB92

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Supplemental Lease Agreement #1

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3) Paragraph 19 of Attachment to SF-2, U.S. Government Lease for Real Property, is hereby deleted in its entirety and replaced with the following:

- "19. The Lessor agrees to provide up to \$444,607.08 towards the cost of the improvements. Pursuant to Paragraph 1.11 of the Solicitation for Offers, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of a reduction of base rent using a 7.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 7.5% throughout the firm lease term, or the Government may choose to pay a lump sum for any part of the Tenant Improvement Cost. The Government and the Lessor must agree on any additional Tenant Improvement costs through a Supplemental Lease Agreement."
- 4) In regard to the Tenant Improvement Costs, the Notice to Proceed dated February 4, 2010 authorized the Lessor to proceed with the construction of the Tenant Improvements for the specified price of \$533,094.66. The Government has agreed to amortize \$444,607.08 (based on \$47.41 per ANSI/BOMA Office Area Square Foot), representing the Tenant Improvement Allowance. Therefore, \$88,487.58 exceeds the Allowance.
- 5) Notices to proceed, dated February 25, 2010; March 24, 2010; and April 13, 2010, authorized Change Orders for the Lessor to provide additional Tenant Improvements which were not included in the original cost estimates. The cost of these changes are \$995.80, \$4,202.00 and \$945.00, totalling \$6,142.80.
- 6) The Government shall pay the Lessor, via a lump-sum payment, a total amount of \$94,630.38, which is the total of the \$88,487.58 and \$6,142.80 cited above. The instructions below must be followed for payment of the lump-sum amount:
- Create and include a unique invoice number on the invoice submitted for payment.
 - If the Management Company submits the invoice, please include the name and address of the Management Company not the lessor. The vendor's or lessor's name and address must match the name address in the Pegasys vendor file.
 - Please cite **PS Number PS0016657** on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. Invoices submitted to Finance without the PS number are immediately returned to the vendor or lessor.
 - Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:
GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

LESSOR: my

GOV'T: CB