

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO 1	LEASE NO. GS-05B-18142	DATE 10/19/2010	PAGE 1 of 2
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ADDRESS OF PREMISES 181 W. Madison Street, Chicago, Illinois 60602

THIS AGREEMENT made and entered into this date by and between

181 West Madison CF Borrower, LLC  
whose address is C/O MB Real Estate  
181 W. Madison Street, Suite 3900  
Chicago, IL 60602-4639

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

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the Lease dated October 7, 2009 is amended, effective upon signing by both parties, as follows:

This Supplemental Lease Agreement No. 1 is being issued to establish the date of acceptance and occupancy by the Government and to document all costs that exceeded the Tenant Improvement Allowance and which are to be paid to the Lessor via lump-sum.

Paragraph 2 of Lease #GS-05B-18142 is deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning September 22, 2010 through September 21, 2025. The Government may terminate this lease anytime after September 21, 2020 by giving no less than ninety (90) days written notice to the Lessor. No rent shall accrue after the effective date of termination, and said notice shall be computed commencing with the day after the day of mailing.

Paragraph 3 of Lease #GS-05B-18142 is deleted in its entirety and replaced with the following:

3. Beginning September 22, 2010 through September 21, 2020, the Government shall pay the Lessor annual rent in the amount of \$1,018,044.02 at the rate of \$84,837.00 per month or \$37.94 per r.s.f. in arrears. Beginning September 22, 2020 and continuing through September 21, 2025, the Government shall pay the Lessor annual rent in the amount of \$838,531.25 at the rate of \$69,877.60 per month or \$31.25 per r.s.f. in arrears. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

181 West Madison CF Borrower, LLC  
C/O MB Real Estate  
181 W. Madison Street, Suite 3900  
Chicago, IL 60602-4639

(continued on page 2)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

LESSOR 181 WEST MADISON CF BORROWER, LLC

SIGNATURE



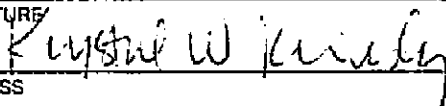
NAME OF SIGNER

Robert J. Hughes

AD

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

Krystina W. Kurmsky

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

CHRISTINE BECKER

OFFICIAL TITLE OF SIGNER

LEASE CONTRACTING OFFICER

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Paragraph 26 of Lease #GS-05B-18142 is deleted in its entirety and replaced with the following:

26. The Lessor and Government Broker Representative have agreed to a cooperating lease commission of [REDACTED] per rentable square foot per year for the initial term of the lease, or [REDACTED]. This amount equates to [REDACTED] (rounded) of the total firm term value of the lease. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Commission paid to the Broker is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease. The Lessor paid [REDACTED] at lease award; the remaining [REDACTED] will be due upon acceptance of this SLA.

Notwithstanding Paragraph 3 of the Lease, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and will continue in equal amounts until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
September 22, 2010 through October 21, 2010	\$84,837.00	\$57,020.13	[REDACTED]	[REDACTED]	[REDACTED]
October 22, 2010 through November 21, 2010	\$84,837.00	\$57,020.13	[REDACTED]	\$0.00	[REDACTED]
November 22, 2010 through September 21, 2020	\$84,837.00	\$57,020.13	\$0	\$0.00	\$84,837.00

Paragraph 27 is hereby added to Lease #GS-05B-18142:

27. The total tenant improvement cost, as determined in accordance with this lease agreement, completed construction drawings and accepted alterations and change orders during build-out, is \$1,510,651.64. This amount includes the initial pricing, which was approved via written Notice to Proceed on May 26, 2010, of \$1,390,923.49, plus \$119,728.15 in change orders approved during construction. The Government has agreed to amortize \$1,148,923.77 (based on \$48.39 per ABOA square foot) pursuant to Paragraph 10 of the Lease. This amount is amortized at 8.0 percent interest over the firm term, 120 months, of the lease and included in the lease payments in paragraph 3 above. Therefore, \$361,727.87 exceeds the allowance and will be paid by the Government upon completion, inspection, and acceptance of the work by the Contracting Officer, and submission of proper invoices, via lump sum.

The instructions below must be followed for payment of lump sum invoices:

- 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 and address in the Pegasys vendor file.
- Please cite PS Number PS0017458 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](http://www.finance.gsa.gov). Vendors or lessor 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

*Any additional changes or amounts will require an additional Supplemental Lease Agreement before payment can be processed.*

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