

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-05B-18159	DATE 9/25/11	PAGE 1 of 2
ADDRESS OF PREMISES One Prairie Center, 4749 Lincoln Mall Drive, Matteson, Illinois			

THIS AGREEMENT, made and entered into this date by and between: **Matteson II LLC, c/o Marc Realty**, whose address is:
55 E Jackson Boulevard, Chicago, IL 60604-4396.

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

WHEREAS, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows: Supplemental Lease Agreement No. 1 is issued to amend the original Lease Agreement to establish the revised rentable and useable square footage for the premises, to establish the occupancy date, to establish the lease term, to define the adjusted monthly/annual rental rate, and to establish the lease commission/commission credit. All other terms and conditions remain the same. A total of six (6) surface parking spaces are also provided for the Government's use.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 01, 2010 as follows:

Paragraph 1 is hereby amended to establish the rentable and useable square footage:

1. The Lessor hereby leases to the Government the following described premises:
11,008 rentable square feet of office space on the 3rd floor, and lower level (Suite PL5) of a 6-story building known as One Prairie Center, located at 4749 Lincoln Mall Drive, Matteson, Illinois. The useable square footage is 9,572. The Common Area Factor is 1.15. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises."

- A. Block A - 3,544 Usable Square Feet/4,075 Rentable Square Feet, effective October 1, 2010.
- B. Block B - 6,028 Usable Square Feet/6,933 Rentable Square Feet, effective November 1, 2010.

Said premises to be used for such purposes as determined by the General Services Administration.

Paragraph 2 is hereby amended to establish the effective occupancy date as follows:

2. To have and to hold the said premises with their appurtenances will be leased for a term of ten (10) years for the term beginning October 01, 2010 and continuing through September 30, 2020, with seven (7) years firm term.

Paragraph 3 is hereby amended to establish the effective rent rate as follows to reflect both the increase in the rentable square footage and the difference between the actual final cost of construction (\$327,957.50) and the amount represented in the SF2:

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

As indicated below, the Lessor's total annual rent shall increase with the completion of each Phase in year one; the total annual rent in year 1 to be paid is \$276,697.58, and the total annual rent for years 2 thru 5 shall be \$292,042.48. Annual rent for the remainder of the firm term in years 6-7 shall be \$212,234.12 and annual rent for years 8-10 shall total \$212,234.12.

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF
Year 1			
10/01/2010-10/31/2010 (Phase 1: month)	\$108,103.20	\$9,008.60	\$26.53
11/01/2010-9/30/2011 (Phase 2: 11 months)	\$292,024.49	\$24,335.36	\$26.53
Years 2-5			
10/01/2011 - 09/30/2015	\$292,024.49	\$24,335.36	\$26.53
Years 6-7			
10/01/2015-09/30/2017	\$212,234.12	\$17,686.18	\$19.28
Years 8-10			
10/01/2017-09/30/2020	\$212,234.12	\$17,686.18	\$19.28

Rent checks shall be made payable to: Matteson II LLC, 55 E Jackson Boulevard, Chicago, Illinois 60604

Paragraph 4 is hereby amended as follows:

4. The term of this lease shall be for ten (10) years, seven (7) years firm with 60 days written cancellation notice anytime on or after September 30, 2017. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 10 is hereby amended to establish the lease commencement and firm term as follows:

10. The actual effective date for lease commencement shall be October 1, 2010. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date as will the effective date of the termination right upon completion of the firm term of seven (7) years.

Paragraph 12 is hereby amended to establish the operating cost adjustment as follows:

12. For the purpose of computing Operating Cost adjustments in accordance with Clauses 3.6 and 3.7 of Solicitation for Offers GS-058-18159, this lease has a cost of services base of \$70,010.88 per annum (\$6.36 per rentable square foot).

Paragraph 13 is hereby amended as follows:

13. For the purpose of computing Real Estate Tax adjustments in accordance with Clauses 3.4 and 3.5 of Solicitation for Offers GS-058-18159 (the "SFO"), it is agreed that the Government occupies 14.83% of the Building (74,245 RSF) of which the Government shall pay taxes when they exceed the base year of \$4.68 per ANSI BOMA square foot (\$4.05 per rentable square foot) budgeted for taxes per GSA Form 1217, signed September 9, 2008.

Paragraph 14 is hereby amended to establish the effective rate as follows:

14. In accordance with the Solicitation for Offers, the Lessor agrees to provide up to \$36.47 per ANSI BOMA square foot (for a total allowance equal to \$349,090.84 based upon the expanded area of 11,008 rentable square feet) toward the cost of the improvements. The tenant build out costs of \$327,927.50 (based on actual Tenant Improvement costs) is amortized over a period of 5 years at 8%. Therefore, the amortized tenant build out costs are \$79,790.25 per annum, or \$7.25 per rentable square foot. The difference between the tenant improvement allowance included in the Solicitation for Offers and the actual tenant improvement cost of \$21,163.34 is reflected in Paragraph 3 as a credit to the rent spread evenly over the first 60 months of the lease term.

Paragraph 15 is hereby amended to establish the adjusted commission and commission credit as follows:

15. Commission credits will be applied to the shell rent of the lease and rental payments shall be reduced by that amount until all credits have been applied. The reduction of rent will begin with the October 1, 2010 rental payment. Commission payment and the commission credit have been negotiated by Jones Lang LaSalle, representing GSA. Commissions for this lease have been negotiated at [redacted] per square foot per lease year for the non-cancellable portion of the lease term and in no event shall such term exceed seven (7) years, for a total commission value of [redacted]. It is the agreement between the government, landlord, and Jones Lang LaSalle that [redacted] of the commissions negotiated for this lease, equaling [redacted] will be applied to the shell rent upon commencement of Phase I of the lease term, as follows:

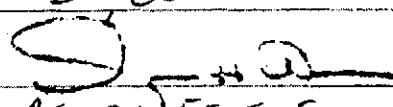
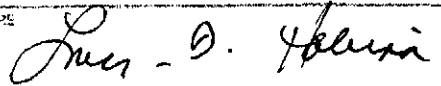
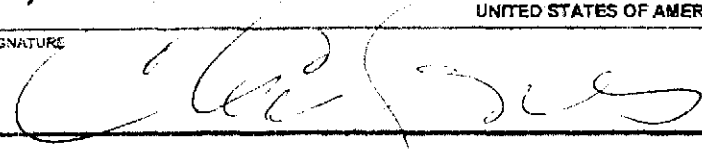
Rent Period	Scheduled Total Monthly Total Rent	Commission Credit (at 31%) Divided evenly over 3 months	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$9,008.64			
Month 2	\$24,335.37			
Month 3	\$24,335.37			

Paragraph 19 is hereby amended as follows:

19. The Lessor is an Illinois Limited Liability Company, a small business, not a woman-owned business or a veteran-owned small business concern. The Tax Identification Number is [redacted]. Its DUNS number is 883971657.

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

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

MATTESON II LLC		LESSOR	
SIGNATURE		NAME OF SIGNER	LAURENCE H. WENGER
ADDRESS	c/o MARE REALTY, 55 E JACKSON BLD #500, CHICAGO, IL 60604		
IN PRESENCE OF			
SIGNATURE		NAME OF SIGNER	LUCYNA D. HASINA
ADDRESS	c/o MARE REALTY, 55 E JACKSON BLD #500, CHICAGO, IL 60604		
UNITED STATES OF AMERICA			
SIGNATURE		NAME OF SIGNER	KAREN JONES
		OFFICIAL TITLE OF SIGNER	LEASING CONTRACTING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usable

GSA FORM 276 (REV. 8/2006)