

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. GS-05B-18608

ADDRESS OF PREMISES

PRESIDENTS PLAZA
8700 W. BRYN MAWR AVENUE
CHICAGO, IL 60631-3579

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

PR II Presidents Plaza JV, LLC

Lessor And Payee Address Are The Same

whose address is

8600 W. BRYN MAWR AVENUE
SUITE 400N
CHICAGO, IL 60631-3579

[Handwritten signatures: "Net" and "CB"]

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 said Lease is amended, effective January 15, 2013, as follows.

This Lease Amendment No. 2 is issued to document the acceptance date of the leased premises, rent commencement date, the amortized tenant improvement costs, the lump-sum tenant improvement costs, and the commission and commission credit.

Paragraph 2 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 effective January 15, 2013 through January 14, 2033. The Government may terminate this lease in whole or in part any time after January 14, 2028 by giving at least 90 days' notice in writing to the Lessor.

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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 be now hereby construed to mean "Lease Amendment."

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:

Signature:

Name:

Title:

Entity Name:

Date:

[Handwritten signature: "Rand Diamond"]
RAND DIAMOND
MEMBER
Glenstar Properties
2/12/13

FOR THE GOVERNMENT:

Signature:

Name:

Title:

GSA, Public Buildings Service

Date:

[Handwritten signature: "Christine M. Becker"]
Christine M. Becker
Lease Contracting Officer
February 12, 2013

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

[Handwritten signature: "Dennis Lambert"]
Dennis Lambert
VICE PRESIDENT / GENERAL MGR
2-12-13

Paragraph 4 is deleted in its entirety and replaced with the following:

4. The Government may terminate this lease in whole or in part at any time after January 14, 2028 by giving at least 90 days' notice in writing to the Lessor, and no rent 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 deleted in its entirety and replaced with the following:

10. In accordance with the SFO paragraph 3.3 entitled, *Tenant Improvement Rental Adjustment*, the Lessor agrees to provide up to \$1,633,358.34 (\$51.06 per USF x 31,989 USF) toward the cost of Tenant Improvements. The costs of the Tenant Improvements are amortized at 7% over 234 months which equates to \$4.21 per RSF. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 7%. The refund shall be a credit to base rent equally amortized for the first 234 months of the full term. The Landlord understands that the Government may cancel this lease any time after the 180th month, and that the Government is not responsible to pay for any unamortized tenant improvement beyond the cancellation date.

Fees applicable to Tenant Improvements shall not exceed:

- o General Conditions six (6) percent of project cost
- o General Contractor four (4) percent of project cost
- o Architectural/Engineering \$3.88 per usable square foot
- o Lessor Project Management Fees zero (0) percent of project cost

Paragraph 27 is deleted in its entirety and replaced with the following:

27. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commission of [REDACTED] per rentable square foot per year of the firm term. This equates to roughly [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and payable (i) one-half (1/2) when the Lease is fully executed and (ii) the balance upon the earlier of Tenant's occupancy of the premises pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. Jones Lang LaSalle received [REDACTED] when the lease was awarded. Lessor will pay the remainder, or [REDACTED] when the Government accepts the space as substantially complete.

The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing 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 continue until the credit has been fully recaptured. The rent reduction shall begin in month 7 as the first 6 months of rental payments have been abated. The monthly rent schedule for the full term is as follows:

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Initial: Lessor AD Gov't CB

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Months	Total Monthly Rent	Monthly SF Rent	Commission Credit	Total Net Monthly Rent
1/15/2013 through 7/14/2013	\$ -	\$ -	\$ -	\$ -
7/15/2013 through 8/14/2013	\$ 75,588.73	\$ 39,821.92	\$ -	\$ 35,766.81
8/15/2013 through 9/14/2013	\$ 75,588.73	\$ 39,821.92	\$ -	\$ 35,766.81
9/15/2013 through 10/14/2013	\$ 75,588.73	\$ 39,821.92	\$ -	\$ 35,766.81
10/15/2013 through 11/14/2013	\$ 75,588.73	\$ 39,821.92	\$ -	\$ 35,766.81
11/15/2013 through 12/14/2013	\$ 75,588.73	\$ 39,821.92	\$ -	\$ 35,766.81
12/15/2013 through 1/14/2014	\$ 75,588.73	\$ 39,821.92	\$ -	\$ 35,766.81
1/15/2014 through 1/14/2023	\$ 84,721.48	\$ 48,954.67	\$ -	\$ 35,766.81
1/15/2023 through 1/14/2028	\$ 83,854.23	\$ 48,087.42	\$ -	\$ 35,766.81
1/15/2028 through 7/14/2032	\$ 102,986.98	\$ 67,220.17	\$ -	\$ 35,766.81
7/15/2032 through 1/14/2033	\$ 80,173.82	\$ 67,220.17	\$ -	\$ 35,766.81

The following paragraph is hereby added as Paragraph 28 to establish the additional tenant improvement allowance:

28. The parties mutually agree that the actual tenant improvement allowance associated with the Government's approved scope of work is established as \$2,238,768.00, which is comprised of the following:

Original Approved Allowance:	\$1,982,631.00
Change Order #1:	\$7,420.00
Change Order #2:	\$251,802.00
Change Order #3:	\$70,445.00
Change Order #4:	\$12,280.00
Change Order #5:	(\$85,810.00)
Total	\$2,238,768.00

The Government has elected to pay \$605,408.66 of the TI cost in a lump sum payment. The remaining tenant improvement allowance of 1,633,359.34 (\$51.06 per ABOA SF over 31,989 ABOA SF) will be amortized over 234 months at 7.00% per annum, in the same manner as a loan having equal monthly payments of principal and interest beginning on the effective date of this lease, January 15, 2013. The first six months of amortized TI costs will not be charged to the government, as this being provided as free rent. The resulting TI portion of the annual lease rent shall equal \$4.21 per RSF.

The parties mutually agreed that the Government intends to pay an additional lump-sum payment for additional costs associated with the build out. This cost will be established and accounted for in a future Lease Amendment.

The original invoice must be submitted directly to the GSA Finance office at the following address:

GSA Office of Finance
P.O. Box 17181
Ft Worth, TX 76105-0181

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Initial: Lessor

[Signature] Govt *[Signature]*

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A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration
Customer Projects Service Center
Attn: Christine Becker
Stanley J. Roszkowski US Courthouse
327 S. Church Street
Rockford, IL 61101

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of Lessor as shown on the lease
- Lease contract number and building address
- Description, price and quantity of items delivered
- Use GSA PDN# PS0023960 for the initial overage and Change Order #1 (\$355,692.66 total)
- Use GSA PDN# PS0025093 for Change Orders #2, #3, #4 and #5 (\$249,717.00 total)

If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign the invoice.

All other terms and conditions remain in full force and effect.

Initial: Lessor



Gov't



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