

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE

TO LEASE NO.
GS-05B-17010

ADDRESS OF PREMISES

2111 West Roosevelt Road
Chicago, Illinois 60608-1128

whose address is FBI Chicago Partners, LLC
c/o Mr. John W. Higgins
Higgins Development Partners, L.L.C.
101 East Erie Street, Suite 800
Chicago, Illinois 60611

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective, April 22, 2004 as follows:

This Supplemental Lease Agreement No. 3 is issued to reflect an addition to the General Clause 5. 552.270-24 STATEMENT OF LEASE (AUG 1999). Accordingly the entire paragraph remains the same with the exception of the addition of paragraph (C):. Accordingly paragraph 5. 552.270-24 of the General Clauses is as follows:

1. 552.270-24 - STATEMENT OF LEASE (AUG 1999)
 - (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; (3) whether any notice of default has been issued (hereinafter referred to as a "Statement of Lease"). Notwithstanding the foregoing, the Contracting Officer will honor an individual (and not jointly with the Lessor) request for a Statement of Lease from Lessor's current lender, Wachovia Bank, National Association.
 - (b) Letters issued pursuant to this clause are subject to the following conditions:
 - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

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 above date.

UNITED STATES OF AMERICA, by the GENERAL SERVICES ADMINISTRATION

BY Deborah D. Orkowski
(Signature)

Contracting Officer
(Official Title)

FBI Chicago Partners, LLC

BY _____