

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05P-LIL19221
ADDRESS OF PREMISES 175 W. Jackson Boulevard Suites 1300 and 1450 Chicago, IL 60604	PDN Number: TBD

THIS AMENDMENT is made and entered into between **175 Jackson, LLC**

whose address is: 175 Jackson Boulevard, Suite 2250
Chicago, IL 60604

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective mutual execution of this Lease Amendment as follows:

This Lease Amendment No. 1 is issued to modify the total square footage of the Leased Premises.

PARAGRAPH 1.01 THE PREMISES is hereby amended by deleting sub-paragraph A it in its entirety and replacing it with the following

"A. Office and Related Space: **78,963** rentable square feet (RSF), yielding **68,307** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space **and** an additional **2,529** rentable square feet, yielding **2,188** ANSI/BOMA Office Area (ABOA) square feet of free space (for which the Government will not be charged rent, including real estate taxes, tenant improvements, operating costs, overtime utility rates, and CPI escalations for operating costs and/or tax escalations) in excess of the total square feet indicated above; for a total of **81,492** rentable square feet, yielding **70,495** ABOA square feet located on the **13th and 14th** floors and known as Suites 1300 and 1450, of the Building, as depicted on the floor plans attached hereto as Exhibit **A**.

This Lease Amendment contains ^{5 CR} 3 pages.

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: 175 Jackson LLC

Signature: _____
Name: Mark Spitzer
Title: SVP
Entity Name: 175 Jackson LLC
Date: 5-12-2016

FOR THE GOVERNMENT:

Signature: _____
Name: Christine Reynolds
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7-6-2016

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Gladys Smith
Title: Assistant Property Mgr.
Date: 5-12-2016



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PARAGRAPH 1.03 RENT AND OTHER CONSIDERATIONS is amended by deleting the rent schedule in Sub-Paragraph A in its entirety and replacing it with the following:

	FIRM TERM YEARS 1-3	FIRM TERM YEARS 4-5	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,274,462.82	\$1,353,425.82	\$2,233,863.27
TENANT IMPROVEMENTS RENT ²	\$811,395.40	\$811,395.40	\$0.00
OPERATING COSTS ³	\$608,522.98	\$608,522.98	\$608,522.98
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$28,283.80	\$28,283.80	\$0.00
PARKING ⁵	INCLUDED IN SHELL	INCLUDED IN SHELL	INCLUDED IN SHELL
TOTAL ANNUAL RENT	\$2,722,665.00	\$2,801,628.00	\$2,842,386.25

** Gross rent for months 1 through 11 are 100% abated.

¹Shell rent calculation:

(Firm Term Years 1-3) \$16.14 per RSF multiplied by 78,963 RSF
 (Firm Term Years 4-5) \$17.14 per RSF multiplied by 78,963 RSF
 (Non-Firm Term) \$28.29 per RSF multiplied by 78,963 RSF
 \$536,220.07 is included the shell rent for Real Estate Taxes.

²The Tenant Improvement Allowance of \$3,671,501.25 is amortized at a rate of 4.00 percent per annum over 5 years.

³Operating Costs rent calculation: \$7.71 (rounded) per RSF multiplied by 78,963 RSF

⁴Building Specific Amortized Capital (BSAC) of \$127,982.00 are amortized at a rate of 4.00 percent per annum over 5 years

⁵Parking costs described under sub-paragraph H below

PARAGRAPH 1.03 RENT AND OTHER CONSIDERATIONS is amended by deleting sub-paragraph B in its entirety and replacing it with the following:

"B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 68,307 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517. "

PARAGRAPH 1.04 BROKER COMMISSION AND COMMISSION CREDIT is deleted in its entirety and replaced with the following:

A. "JLL (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to JLL with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing 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 in equal monthly installments over the shortest time practicable. To date, JLL has received [REDACTED] resulting in [REDACTED] remaining to be paid at lease commencement.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Note: Gross rent is for months 1 through 11 are 100% abated.

Month 12 Rental Payment \$226,888.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 12th Month's Rent.*

INITIALS: RS LESSOR & CB GOVT

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Month 13 Rental Payment \$226,888.75 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 12th Month's Rent.*

Month 14 Rental Payment \$226,888.75 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 13th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

PARAGRAPH 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT is deleted in its entirety and replaced with the following:

"As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **5.61** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **78,963** RSF by the total Building space of **1,406,904** RSF."

PARAGRAPH 1.14 REAL ESTATE TAX BASE is deleted in its entirety and replaced with the following:

"The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$536,220.07**. Tax adjustments shall not occur until the tax year following lease commencement has passed. The real estate tax base is based on 97.1730% of the total tax liability of the building, which coincides with the office portion of the entire building. The remaining 2.8270% of the total tax is attributed to the retail portion of the building."

PARAGRAPH 1.15 OPERATING COST BASE is deleted in its entirety and replaced with the following:

"The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$7.71** per RSF (**\$608,522.98/annum**)."

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

INITIALS: RS LESSOR & CR GOV'T