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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No.2         |
|   | TO LEASE NO. GS-05P-LIL19221 |
| <b>ADDRESS OF PREMISES</b><br>175 W. Jackson Boulevard, Suites 1300 and 1450<br>Chicago, IL 60604 | PDN Number: PS0036463        |

**THIS AGREEMENT**, made and entered into this date by and between **175 Jackson LLC**

Whose address is: 175 W. Jackson Boulevard, Suite 2250  
Chicago, IL 60604-2602

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

**WHEREAS**, the parties hereto desire to amend the above Lease to establish a Notice To Proceed (NTP) with construction

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

- As stipulated in the Lease, the Government formally issues a Notice To Proceed with the Tenant Improvement construction to the Lessor based on the Final Tenant Improvement Cost Summary (TICS) dated September 30, 2016 in the amount of \$6,909,768.46. Tenant Improvement Cost Summary (TICS) can also be located in Exhibit A of this Lease Amendment. The Government will not pay any additional cost over this amount without prior written approval by the GSA Lease Contracting Officer. Of the \$6,909,768.46, the Tenant Improvement Allowance (TIA) of \$3,671,501.25 will be amortized through the rent over 60 months at 4%, and is included in the annual rent payment identified in Section 1.03 of the Lease. In addition, the Lessor has agreed to credit the Government \$783,858.64 in additional TI paid for in the prior lease and documented in the Tenth Amendment to Lease Number SEC-0101-CH, dated June 28, 2016. The remaining balance of \$2,454,408.57 (\$6,909,768.46 - \$3,671,501.25 - \$783,858.64) shall be paid to Lessor upon completion, inspection, and acceptance of the space as described herein.

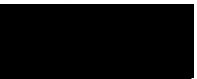
Also stipulated in the Lease, the Government formally issues a Notice To Proceed with the Building Specific Amortized Capital (BSAC) based on the Exhibit D – Security Unit Price List of the lease in the amount of \$127,982.00. The Government will not pay any additional cost for security over this amount without prior written approval by the GSA Lease Contracting Officer.

This Lease Amendment contains 3 pages including Exhibit "A"

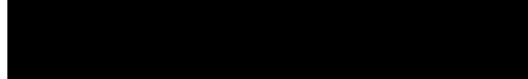
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
 Name: Dosh Spitzer  
 Title: SVP  
 Entity Name: 175 JACKSON LLC  
 Date: 10-7-2016

**FOR THE GOVERNMENT:**

Signature:   
 Name: Christine M. Reindos  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 10-7-2016

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: AVIGAIL SPITZER  
 Title: \_\_\_\_\_  
 Date: 10/7/2016

- 2) Per Section 4.01 of the lease, the Lessor shall complete Tenant Improvements within 90 working days of receiving the Notice To Proceed from the Government. Any deviations from the Scope of Work (SOW) and the approved DIDs (Design Intent Drawings) will not be permitted unless prior written authorization is obtained from the GSA Contracting officer.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, all Tenant Improvement costs will be reconciled into the rent by a subsequent Lease Amendment.

The Lessor hereby waives restoration as a result of all improvements.

- 3) Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor a lump sum payment in the amount of \$2,454,408.57, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Government.

**Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:**

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

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

General Services Administration  
Attn: GSA LEASE CONTRACTING OFFICER – CHRISTINE REYNOLDS  
327 S CHURCH ST  
ROCKFORD IL 61101-1316

**A proper invoice must include the following:**

Invoice date

Unique invoice #

Name of the Lessor as shown on the Lease

Lease contract number, building address, and a description, price, and quantity of the items delivered

GSA PDN # PS0036463

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

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

INITIALS:

CS  
LESSOR

&

CR  
GOV'T