

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 003 TO LEASE NO. GS-05P-LIL19468
ADDRESS OF PREMISES 2500 W. Golf Road Hoffman Estates, IL 60169-1114	PDN Number: PS0035699

THIS AMENDMENT is made and entered into between **HOFFMAN ESTATES MEDICAL DEVELOPMENT LLC**

whose address is: 304 Wainright Dr., Northbrook, IL 60062-1900

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: 1. Accept Phase II of the Space as being Substantially Complete with its Certificate of Occupancy, 2. Establish the Composite Lease Commencement Date, 3. Start rent based on the Composite Lease Commencement Date (which supersedes Lease Amendment #002 rent commencement date), and 4. Provide the lump sum reimbursement for Change Orders #1 through 8.

WHEREAS, Phase II with the remaining 26,957.81 ABOA SF (27,222 RSF) has been accepted along with its Certificate of Occupancy with October 25, 2016 being established and mutually agreed to by both parties as the Composite Lease Commencement Date for the entire space per the "Progressive Occupancy" Clause in the Lease's General Clauses (Lease Exhibit H - Section 11 on the GSA Form 3157B).

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 upon **execution by both parties** as follows:

1. The LEASE TERM Paragraph shall be deleted and replaced with the following:

"To Have and To Hold the said Premises with its appurtenances for the term beginning **October 25, 2016** through **October 24, 2022**, subject to termination and renewal rights as may be hereinafter set forth."

2. Section 1.08 TERMINATION RIGHTS (AUG 2011) of the Lease shall be deleted and replaced with the following:

"1.08 TERMINATION RIGHTS (MODIFIED)

The Government may terminate this Lease, in whole or in part, at any time effective after **October 24, 2020**, by providing not less than **120 days'** prior written notice to the Lessor. The effective date of the termination shall be the

This Lease Amendment contains **2** 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.

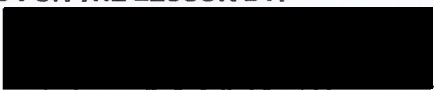
FOR THE LESSOR:

Signature: 
 Name: Yan Katsnelson
 Title: Manager
 Entity Name: Hoffman Estates Medical Development LLC
 Date: 11/22/16

FOR THE GOVERNMENT:

Signature: 
 Name: Valerie L. Grant
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 11/23/2016

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: LILIA DRANISUR
 Title: SENIOR BUSINESS MANAGER
 Date: 11/22/16

day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

3. This Lease Amendment #3 therefore agrees to reimburse the Lessor a total amount of [REDACTED] for Change Orders #1 – 8 below including mark-ups, which the Government finds fair and reasonable:

- (1) Krol Woodworking, Inc proposal dated September 2, 2016
- (2) LaMarco Systems, Inc proposal dated August 29, 2016
- (3) LaMarco Systems, Inc proposal
- (4) ADV Masonry Proposal dated August 19, 2016
- (5) Midwest Solar Control proposal dated August 18, 2016
- (6) Electronic Entry System, Inc proposal dated August 17, 2016
- (7) Nicor Gas proposal dated August 17, 2016
- (8) AT&T proposal dated August 5, 2016

SUBTOTAL

Lessor Project Management Fee

TOTAL Change Orders #1-8

4. The Government therefore agrees to reimburse the Lessor a total amount of **\$1,954,003.50** (being the \$1,897,116.21 of lump sum reimbursement from Lease Amendment #001 plus [REDACTED] for Change Orders #1 – 8 in this Lease Amendment #003) upon execution of Lease Amendment #3 signed by both parties, acceptable completion of the work, and upon receipt of an acceptable invoice by the Government. Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Lease Contracting Officer) electronically on the GSA Finance Website at www.finance.gsa.gov. The invoice shall include a unique invoice number, be on letterhead of the Lessor, include the lease number, include the billed items, and cite the following Pegasys Document Number (PDN): **PS0035699**. Invoices submitted without the PDN Number will be immediately returned. If unable to process the invoice electronically, it may be submitted directly to: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas, 76102.

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INITIALS: YK
LESSOR

&

VJ
GOV'T