

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.1
	TO LEASE NO. GS-05P-LIL19015
ADDRESS OF PREMISES 485 E. Half Day Road, Suite 340 Buffalo Grove, IL 60089 - 8806	PDN Number: PS0032598

THIS AGREEMENT, made and entered into this date by and between **Millbrook IV LLC**.

Whose address is: 485 E. Half Day Road, Suite 200
Buffalo Grove, IL 60089 - 8806

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 mutual agreement follows:

- 1) As stipulated in Lease Paragraph 4.05 (G), 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 July 28, 2015 in the amount of \$289,278.60. 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 \$289,278.60, \$258,729.75 will be amortized through the rent over 120 months at 7%, and is included in the annual rent payment identified in Section 1.03 of the Lease. The remaining \$30,548.85 shall be paid to Lessor upon completion, inspection, and acceptance of the space as described herein.
- 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.

This Lease Amendment contains 10 pages including Exhibit "A" and Exhibit "B"

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: President
Entity Name: Millbrook IV LLC
Date: 8/20/2015

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 8/21/2015

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Michael Backer
Title: Director of Property Management
Date: 8/20/15

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 \$30,548.85, 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. 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 # PS0032598

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

- 4) The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit B (7 pages).

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

INITIALS:  LESSOR &  GOV'T