

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2 PS 0018552	DATE December 15, 2010
TO LEASE NO. LIL17795		
ADDRESS OF PREMISES 525 W. Van Buren St. Chicago, IL 60607-3823		

THIS AGREEMENT, made and entered into this date by and between

NNN Congress Center, LLC

Acting by and through Triple Net Properties Realty, Inc. ("Agent" for Lessor)

Whose address is:

30 Old Rudnick Lane

Dover, DE 19901-4912

c/o

Triple Net Properties

1551 N. Tustin Ave., Suite 650

Santa Ana, CA 92705

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

WHEREAS, effective May 26, 2009 the Government entered into a lease with the Lessor for 28,080 rentable square feet (RSF) (22,977 ANSI/BOMA (USF)) and hereinafter referred to as the premises;

AND

WHEREAS, the Lessor has sought competitive pricing of the necessary tenant improvements (TIs) and the Government has conducted price negotiations,

WHEREAS, the notice to proceed for TI is effective November 8, 2010 and memorialized in Supplemental Lease Agreement No. 1,

WHEREAS, the Lessor was requested by the [REDACTED] to also provide the tenant security system and integrate and coordinate the system with the TI versus the [REDACTED] performing this service themselves as memorialized in SLA No. 1,

WHEREAS, the Lessor obtained a tenant security firm performing tenant security work in the premises to develop scope and price documents, and

WHEREAS, the [REDACTED] has reviewed the Lessor-provided scope and price and attests that the accepted scope addresses the operational need and that the price is fair and reasonable as compared to the costs the [REDACTED] would incur to perform this service independently,

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 December 15, 2010, as follows:

Supplemental Lease Agreement (SLA) No. 2, to Lease LIL17795, is hereby issued to instruct the Lessor to proceed with providing (furnishing and installing) the tenant security system per the accepted price proposal as follows:

1. The Lessor is hereby issued a Notice-to-Proceed, effective December 15, 2010, to provide the tenant security system, in conjunction with the TI, under GSA lease LIL17795. The tenant security system price is established at not to exceed \$109,231.50. inclusive of Lessor fees as identified below:
2. Basis for Notice: This notice based upon the proposal from Advent Security Systems, to include a written scope and accompanying drawing both incorporated into this SLA by reference, dated December 15, 2010.
3. Changes to Work: Any changes to the scope or price of the work TI must be authorized by GSA's contracting officer. Proposals for changes to the work shall contain adequate detail in order for the Government to be able to make a determination that the proposed price is fair and reasonable at minimum including but not limited to, trade involved, bare labor hours, bare labor cost per hour, materials costs, and subsequent burdens broken out by category. Additional information may be requested by the contracting officer or the designated GSA contracting officer's representative in order to support the determination of a fair and reasonable proposal.

4. Fees on Changes to the Work:

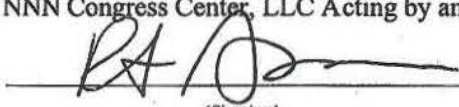

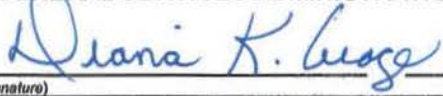
- a. The Lessor will be allowed a fee of three (3) percent based only upon the subtotal (bare cost) of an approved change order and shall not be based upon the general contractor's or subcontractor's cost burdens including but not limited to overhead, insurance, or fees. The General Contractor will not be paid fees for the Lessor providing the tenant security system.

5. Technical Sufficiency: The Government is not responsible for technical sufficiency of design nor for the means or methods of construction or installation all of which are the responsibility of the Lessor to ensure through the Lessor's agents, contractors, or vendors.6. Payment: The tenant security price shall be paid to the Lessor via a lump sum payment as follows:

- a. Lump Sum: \$109,231.50. The final lump sum amount shall be paid to the Lessor in the form of a one-time lump sum payment upon commencement of the term of the lease. The Lessor shall submit a separate invoice referencing PS document number PS0018552 (RWA N1201772). Invoices may be submitted electronically at [www.finance.gsa.gov/webvendors](http://www.finance.gsa.gov/webvendors) or by U.S. mail at the following address, with a copy of the invoice sent to the Contracting Officer:

GSA  
PO Box 17181  
Forth Worth, TX 76102-0181

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.	
LESSOR NNN Congress Center, LLC Acting by and through Triple Net Properties Realty, Inc. ("Agent" for Lessor)	
BY	 (Signature)
	Robert Assoian Executive Vice President
IN PRESENCE OF	 (Signature)
	300 W. Monroe St., Ste. 2900 Chicago IL 60601 (Address)
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION	
BY	 (Signature)
	Diana K. George Contracting Officer (Official Title)

GSA DC 68-1176

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