

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NUMBER 5

DATE

TO LEASE NO.
GS-05B-17010

ADDRESS OF PREMISES: 2111 West Roosevelt Road
Chicago, Illinois 60608-1128

THIS AGREEMENT is made and entered into by and between FBI Chicago Partners, LLC, whose address is c/o Higgins Development Partners, L.L.C. 101 East Erie Street, Suite 800, Chicago, Illinois 60611 Attn: Mr. John W. Higgins, 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 reflect an increase of 36,054 net rentable square feet (nrsf) of expansion office and related space on the sixth floor of the main office facility, and an additional 50 inside secured parking spaces, as part of the expansion space for the [redacted] facility; and

WHEREAS, The new rental rate will reflect the additional space at the per square foot rate of \$45.49 nrsf;

NOW THEREFORE, the parties hereto, for good and valuable consideration, covenant and agree that the said Lease is amended, effective, June 1, 2004 as follows:

1. Paragraph 1 of the SF-2 of the lease is deleted in its entirety, and the following is substituted paragraph therefor:

"1. The Lessor hereby leases to the Government the following described premises:

429,728 net rentable square feet (nrsf) equating to 384,528 net of office and related space, which includes one 10-story office building with underground parking, one 1-story annex facility, and one on site 3-story parking structure. Parking is provided as follows: 524 underground on site secured parking spaces; 230 on site unsecured parking structure spaces; 51 on site secured parking structure spaces; and 30 on site outside visitor parking spaces, totaling 835 parking spaces. Parking spaces are included in the rental rate. The new building will be located at 2111 West Roosevelt Road, in Chicago, IL. The Government will occupy 100% of the facility. This is a build to suit lease contract."

2. Paragraph 3 of the SF-2 of the lease is deleted in its entirety, and the following paragraph is substituted therefore:

"3. The Government shall pay the Lessor annual rent of \$19,548,326.72 (\$45.49 nrsf) at the rate of \$1,629,027.23 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

FBI Chicago Partners, LLC
c/o Mr. John W. Higgins
Higgins Development Partners, L.L.C.
101 East Erie Street, Suite 800
Chicago, Illinois 60611"

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 above date.

LESSOR FBI Chicago Partners, LLC John W. Higgins, Manager

BY [redacted] _____

Chairman & CEO

(Title)

IN PRESENCE [redacted] _____

101 E. ERIE Suite 800 Chicago, IL

(Address)

UNITED STATES OF AMERICA, by the GENERAL SERVICES ADMINISTRATION

BY [redacted] _____

Contracting Officer

(Official Title)

6-15-04