

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18669
ADDRESS OF PREMISES 5531 S, Archer Avenue Chicago, IL 60638-3005	PDN Number: PS0026591

THIS AMENDMENT is made and entered into between **New Management LTD b/b/a Midway Business Center**

whose address is: 212 Sangamon Avenue, #1
Chicago, IL 60607-1700

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

WHEREAS, the parties hereto desire to amend the above Lease.

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 mutual execution of this Lease Amendment as follows:

This Lease Amendment No. 1 is issued to document the revised Tenant Improvement amount, the amortized Tenant Improvement costs, the lump-sum tenant improvement costs, and the anticipated date of completion.

Paragraph 10 of the Attachment to Standard Form 2 is deleted in its entirety and replaced with the following:


10. In accordance with the SFO Paragraph 3.2 entitled "Tenant Improvements included in Offer", the Government and the Lessor mutually agree that the actual Tenant Improvement Allowance associated with the Government's approved scope of work is established as \$1,095,804.03 as depicted and according to the revised Tenant Improvement (TI) price proposal submitted by the Lessor dated March 22, 2013 attached hereto as Exhibit "A".

In accordance with the SFO Paragraph 3.3 entitled "Tenant Improvements Rental Adjustments", the Government has elected to pay \$176,268.63 of the TI cost in a lump sum payment. The remaining Tenant Improvement Allowance of


This Lease Amendment contains 33 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: New Management LTD b/b/a
Midway Business Center**

Signature: 
 Name: _____
 Title: PRESIDENT, MANAGER
 Entity Name: NEW MANAGEMENT, MIDWAY B.C.
 Date: 6/5/2013

FOR THE GOVERNMENT:

Signature: 
 Name: Christine Reynolds
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 6/10/13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: _____
 Date: 6/5/2013

\$919,535.40 (\$48,3966 x 19,000 ABOA) will be amortized at 5.0% per annum over 60 months which equates to \$9.86 per RSF. The amortized cost of these improvements is included in the stated rent in Paragraph 3. In the event that the Tenant Improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 5.0%. The refund shall be a credit to base rent equally amortized for the first 180 months of the full term.

The TI cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI. Fees applicable to Tenant Improvements shall not exceed:

General Conditions two (2) percent of total subcontractor costs
 General Contractor five (5) percent of total subcontractor costs
 Architectural/Engineering ten (10) percent of total subcontractor costs
 Lessor Project Management Fees three (3) percent of total subcontractor costs

Upon completion of the TI and acceptance thereof by the Government, the rent commencement date, the adjusted rent schedule (if required due to the amount amortized) and lump-sum payment shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI cost.

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0026591** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
 Customer Projects Service Center
ATTN: Christine Reynolds
 Stanley J. Roszkowski US Courthouse
 327 S. Church Street
 Rockford, IL 61101

Paragraph 24 of the Attachment to Standard Form 2 is deleted in its entirety and replaced with the following:

24. Lessor shall perform alterations to the space according to approved layout drawings. The Lessor will complete alterations within 90 working days after receiving the Notice to Proceed from the Government. (Please refer to Form B, document Security Form, for procedures that must be followed in reference to Government drawings). Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and the Government has inspected and accepted the space and it is free of safety hazards. The anticipated date of completion of all TI including renovation of the North Restrooms is December 17, 2013.

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

INITIALS:


LESSOR

&


GOVT