

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18841
ADDRESS OF PREMISES 231 S. LASALLE STREET CHICAGO, IL 60604-1426	PDN Number: N/A

THIS AMENDMENT is made and entered into between
 SL 231 LaSalle St. LLC, Gefen Chicago LLC, and Gefen Chicago II LLC

whose address is: Attn: General Manager
 Jones Lang LaSalle Americas
 231 S. LaSalle Street, 4th Floor
 Chicago, IL 60606

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

WHEREAS, the parties hereto desire to amend the Lease to document the Notice to Proceed with the Tenant Improvement construction, increase the TI Allowance and adjust the rent, commission and commission credit as a result and to clarify the location of the parking in Exhibit B.

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 mutual execution of this Lease Amendment as follows:

As stipulated in Lease Paragraph 4.04(G), the Government formally Issues a Notice to Proceed with the Tenant Improvement construction to the Lessor based on the Tenant Improvement Cost Summary (TICS) dated March 6, 2013 and revised on April 3, 2013 in the amount of \$3,526,755.65 (see attached). The Government will not pay any additional cost over this amount without prior written approval by the GSA Lease Contracting Officer. Any change orders must be submitted in writing specifying the scope of work required and the associated price prior to review by the Government.

This Lease Amendment contains 5 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.

[Redacted Signature]

Title: PRESIDENT
 Entity Name: SL 231 LaSalle LLC
 Date: _____
 Signature: _____
 Name: _____
 Title: _____
 Entity Name: Gefen Chicago LLC
 Date: 4-16-13
 Signature: _____
 Name: _____
 Title: _____
 Entity Name: Gefen Chicago II LLC
 Date: 4-16-13

FOR THE GOVERNMENT

Signature: [Redacted]
 Name: Christine Becker
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: April 16, 2013

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: Keith Rueda
 Title: _____
 Date: 4/16/13

Section 1.03 A. Is deleted and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM					
	YEAR 1 ¹		YEARS 2-3		YEARS 4-6	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$0.00	\$0.00	\$951,986.10	\$14.96	\$1,143,020.10	\$17.95
TENANT IMPROVEMENTS RENT ²	\$262,888.20	\$4.13 ⁴	\$262,888.20	\$4.13 ⁴	\$262,888.20	\$4.13 ⁴
OPERATING COSTS	\$0.00	\$0.00	\$583,550.30	\$8.85	\$583,550.30	\$8.85
BUILDING SPECIFIC SECURITY ³	\$4,459.94	\$0.07 ⁴	\$4,459.94	\$0.07 ⁴	\$4,459.94	\$0.07 ⁴
ADDITIONAL TENANT IMPROVEMENT RENT ⁶	\$151,371.18	\$2.38 ⁴	\$151,371.18	\$2.38 ⁴	\$151,371.18	\$2.38 ⁴
TOTAL ANNUAL RENT	\$418,719.32	\$6.58	\$1,934,256.72	\$30.38	\$2,125,289.72	\$33.38

	FIRM TERM				NON FIRM TERM	
	YEARS 7-9		YEAR 10		YEARS 11-15	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$1,334,054.10	\$20.95	\$1,525,088.10	\$23.95	\$1,334,054.10	\$20.95
TENANT IMPROVEMENTS RENT ²	\$262,888.20	\$4.13 ⁴	\$262,888.20	\$4.13 ⁴	\$262,888.20	\$4.13 ⁴
OPERATING COSTS	\$583,550.30	\$8.85	\$583,550.30	\$8.85	\$583,550.30	\$8.85
BUILDING SPECIFIC SECURITY ³	\$4,459.94	\$0.07 ⁴	\$4,459.94	\$0.07 ⁴	\$4,459.94	\$0.07 ⁴
ADDITIONAL TENANT IMPROVEMENT RENT ⁶	\$151,371.18	\$2.38 ⁴	\$151,371.18	\$2.38 ⁴	N/A	N/A
TOTAL ANNUAL RENT	\$2,316,323.72	\$36.38	\$2,507,357.72	\$39.38	\$2,164,952.54	\$34.00

¹Shell Rent and Operating Expenses are abated for the first twelve months.
²The Tenant Improvement Allowance is amortized at a rate of 6.75 percent per annum over 15 years.
³Building Specific Security Costs are amortized at a rate of 6.75 percent per annum over 15 years.
⁴Rates may be rounded.
⁶The Additional Tenant Improvement Allowance is amortized at a rate of 7.75 percent per annum over 10 years.

INITIALS: MD & CB
 LESSOR GOVT

Section 1.04 is deleted and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. **UGL Services – Equis Operations** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **UGL Services – Equis Operations** with the remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 13 Rental Payment \$161,187.98 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent.

Month 14 Rental Payment \$161,187.98 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 14th Month's Rent.

Month 15 Rental Payment \$161,187.98 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 15th Month's Rent.

Month 16 Rental Payment \$161,187.98 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 16th Month's Rent.

Month 17 Rental Payment \$161,187.98 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 17th Month's Rent.

Month 18 Rental Payment \$161,187.98 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 18th Month's Rent.

Month 19 Rental Payment \$161,187.98 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 19th Month's Rent.

Section 1.08 is deleted and replaced by the following:

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$3,528,755.65 (\$88.95 per ABOA SF). The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. Of this amount, \$2,475,860.00 (\$48.40 per ABOA SF) will be amortized in the rent over the full term of this Lease (15 years) at an annual interest rate of 6.75 percent. The remaining TIA, \$1,051,095.65 (\$20.55 per ABOA SF), will be amortized in the rent over the firm term (10 years) of this Lease at an annual rate of 7.75 percent.

Exhibit B is deleted in its entirety and replaced with the attached Exhibit B.

INITIALS: MP LESSOR & CB GOVT