

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 3	Date: 3-9-11
	TO LEASE NO. GS-05B-18286	

ADDRESS OF PREMISES **Riverway Central**
9377 West Higgins Road
Rosemont, Illinois 60018-4943

THIS AGREEMENT, made and entered into this date by and between **Duke Secured Financing 2009-1ALZ, LLC**

whose address is **600 E. 96th Street, Suite 100**
Indianapolis, Indiana 46240-3792

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government Execution, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) is to approve Change Orders Five C (5c), Six (6), and Seven (7) and reconcile Tenant Improvement Allowance.

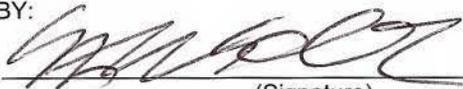
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

1. This serves as the official approval for change order five (5), change order six (6) and Change order seven (7) in the amount not to exceed \$39,393.70. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposals, to complete the work to the Government's satisfaction. Upon completion, inspection, and approval of the work by the Government, the total amount of \$39,393.70 is to be amortized into the rent. Change order five c (5c), change order six (6) and change order seven (7) consist of the following:

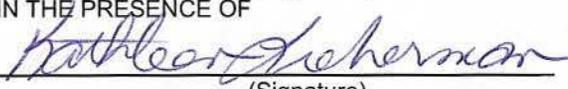
	<u>Description of Work</u>	<u>Cost</u>
Change Order 5c	Security	[REDACTED]
Change Order 6	Security credit	
Change Order 7	Post move in touch up	
Total		\$39,393.70

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

LESSOR: Duke Secured Financing 2009-1ALZ, LLC

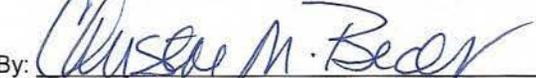
BY: 
 (Signature)

Sr. Vice President
 (Title)

IN THE PRESENCE OF 
 (Signature)

6133 N. River Road
Rosemont, IL 60018
 (Address)

UNITED STATES OF AMERICA

By: 
 CHRISTINE BECKER

CONTRACTING OFFICER

Paragraph 3 is deleted in its entirety and replaced with:

"3. The Government shall pay the Lessor rent as follows:

PHASE I

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
08/03/2010 – 08/02/2015	\$415,967.76	\$34,663.98	\$36.76	\$41.60
08/03/2015 – 08/02/2020	\$336,648.03	\$28,054.00	\$29.75	\$33.66

PHASE II

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
10/01/2010 – 08/02/2015	\$621,337.67	\$51,778.14	\$35.91	\$40.64
08/03/2015 – 08/02/2020	\$514,737.47	\$42,894.79	\$29.75	\$33.66

The amortization payments have been calculated based on amortizing Phase I portion of the T.I. Allowance over 60 months and the Phase II T.I. Allowance over 58 months

CPI and tax escalations continue throughout the term of the lease

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Duke Secured Financing 2009 – 1ALZ, LLC
75 Remittance Drive
Suite 1175
Chicago, Illinois 60675-1175

Paragraph 26 is deleted in its entirety and replaced with:

26: The Lessor and the Broker (CB Richard Ellis) have agreed to a cooperating lease commission of [REDACTED] per rentable square foot, per year for the entire initial firm term of this lease. The total amount of the commission is [REDACTED] ([REDACTED] rsf x [REDACTED] x 5 years). In accordance with the "Broker Commission and Commission Credit" Paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] ([REDACTED] x [REDACTED]). The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

CB & MS
Govt Lessor

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this scheduled for adjusted Monthly Rent:

First Month's Rent Payment \$34,663.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

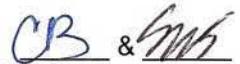
Second Month's Rent Payment \$34,663.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rent Payment \$86,442.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rent Payment \$86,442.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Paragraph 29 is deleted in its entirety and replaced with

"29. The Tenant Improvement proposal dated April 16, 2010 approved for the amount of \$879,419.13. Change orders 1 – 7 previously approved totaling \$144,634.46 is added to the Tenant Improvement budget for a final total of \$1,024,053.59. The full amount of \$1,024,053.59 will be amortized into the rent over the first five (5) years at an interest rate of 5%. For Phase I, the tenant build out cost of \$437,673.00 is amortized for a period of sixty (60) months at 5%. Therefore, the amortized tenant build out costs are \$99,113.29 per annum or \$8.759 per rentable square foot. For Phase II, the tenant build out cost of \$586,380.59 is amortized for a period of fifty-eight (58) months at 5%. Therefore, the amortized tenant build out costs are \$136,830.87 per annum or \$7.9078 per rentable square foot."


Govt Lessor