

Supplemental Lease Agreement

Lease Number: GS-05B-18555 **Date:** 3/13/12 **SLA #1**
6885 Vistagreen Way
Rockford, Illinois 61107

THIS AGREEMENT, made and entered into this date by and between:
Kabirji, LLC

whose address is: **6801 Spring Creek Road**
Rockford, Illinois 61114

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 include an increase in the amount of office space leased and rental rates;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to change the rental rates and amount of leased office space. Effective February 5, 2012, the changes will be as follows:

Supplemental Lease Agreement #1 is issued to modify lease number GS-05B-18555 to expand the amount of lease space and change the rental rate. Therefore, Standard Form 2 Paragraph 1,3,8,10,11, 12,17 and 18; and Exhibit A will be deleted in their entirety and replaced with the following:

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

A total of 12,732 rentable square feet (RSF) of office and related space, which yields 11,829 ANSI/BOMA Office Area Square feet (USF) of space at 6885 Vistagreen Way, Rockford, Illinois, as shown in Exhibit D, to be used for such purposes as determined by the Government. Included in the rent are 24 parking spaces for exclusive use of Government employees and patrons, as shown in Exhibit E.

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

Term	Annual Rent	Rate per RSF	Monthly Rent Payable in Arrears
Feb. 5, 2012 – Feb. 4, 2017	\$422,548.83	\$33.18	\$35,212.40
Feb. 5, 2017 – Feb. 4, 2027	\$297,546.84	\$23.37	\$24,795.57

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18555. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Kabirji, LLC
 6801 Spring Creek Road
 Rockford, Illinois 61114

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

Lessor, Kabirji, LLC

By *Sunil Ravi*
 (Signature)

Member
 (Title)

In Presence of *[Signature]*
 (Signature)

6801 Spring Creek Rd
 (Address)

United States Of America, General Services Administration, Public Buildings Service.

[Signature]
 (Signature)

LCO
 (Official Title)

8. In reference to the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$551,995.31 shall be included in the rental rate. The tenant buildout costs of \$551,995.31 shall be amortized for a period of 60 months at 5%. The amortized tenant buildout costs are approximately \$9.82/RSF. The Lessor will construct tenant improvements as described in approved drawings dated July 15, 2011, at a cost not to exceed \$1,063,040.00. Upon completion and acceptance after substantial completion of TI construction, the Government will pay the Lessor a one-time lump sum payment of \$511,044.70 (the difference of \$1,063,040.00 and the \$551,995.31 tenant improvements being included in the rental rate). The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in said drawings. At the Government's sole discretion, property remaining in lease space after termination of the lease contract will become the property of the Lessor.

Upon successful completion and acceptance by the Government, the shall provide an invoice via mail to:

To:	CC:
GSA Office of Finance	GSA Project Manager Kara Salzman
PO Box 17181	230 South Dearborn, Suite 3300
Ft. Worth, Texas 76102	Chicago, Illinois 60604

Or, the invoice may also be sent electronically by going to www.finance.gsa.gov. **In order to be processed, all invoices must be on official letterhead and need to reference PS0021439 and contract number GS-05B-18555.**

10. In accordance with the SFO paragraph 4.1 entitled *Measurement of Space*, the common area factor is established as 1.0763378 (12,732 RSF/11,829 USF).

11. In accordance with The SFO paragraph 4.2 entitled *Tax Adjustment*, this lease is subject to real estate tax adjustments. The base amount for the Government portion of the premises is \$31,193.40. The percentage of occupancy is 60.07 (12,732 RSF / Total Building RSF of 21,197.00 square feet).

12. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 60.07%.

17. The total square footage referred to paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds 11,829 ANSI/BOMA square feet, there will be no additional cost to the Government. If the actual amount of space is less than 11,829 ANSI/BOMA, the rent will be decreased accordingly. All other terms and conditions of the lease shall remain in force and effect.

18. The Gross Rental rate in Section 3 above includes the following amounts per RSF:

Term Years	Shell Rent (Excluding taxes)	Annual Tenant Improvements	Annual Operating Expenses	Annual RE Taxes
Feb. 5, 2012 – Feb. 4, 2017	\$186,523.80	\$125,001.99	\$79,829.64	\$31,193.40
Feb. 5, 2017 – Feb. 4, 2027	\$186,523.80	\$0	\$79,829.64	\$31,193.40

The attached Exhibit D replaces the original Exhibit D included in the lease.

This Supplemental Lease Agreement No. 1 consists of two pages.

<p>LESSOR</p> <p>BY  _____ (Initial)</p>	<p>UNITED STATES OF AMERICA</p> <p>BY  _____ (Initial)</p>
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