

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-05B-18555
6885 Vistagreen Way Rockford, Illinois 61107	PDN Number: PS0021439

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:

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment"

WHEREAS, the parties hereto desire to amend the Tenant Improvement Rental Adjustment;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to change the Tenant Improvement Rental Adjustment of the leased office space. Effective November 1, 2012, the changes will be as follows:

Lease Amendment #2 is issued to modify lease number GS-05B-18555 to reflect the amended Tenant Improvement Rental Adjustment. Therefore, Paragraph 8 of the SF2 is deleted in its entirety and replaced with the following:

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%, beginning on the effective date of the lease. 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, and subsequent accepted change orders at a cost not to exceed \$1,237,096.34. Upon completion and acceptance after substantial completion of TI construction, the Government will pay the Lessor a one-time lump sum payment of \$174,056.33 (the difference of \$1,237,096.34 and the sum of the tenant improvements being included in the rental rate [\$551,995.31] and the previously paid lump-sum amount for tenant improvements [\$511,044.70]). 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 or change orders. At the Government's sole discretion, property remaining in lease space after termination of the lease contract will become the property of the Lessor.

This Lease Amendment contains 2 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.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: *Sumil Puri*
 Name: Sumil Puri
 Title: Member
 Entity Name: Kabirji, LLC
 Date: 10/16/12

Signature: *Eden Dean*
 Name: Eden Dean
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, SPR
 Date: 10/18/12

WITNESSED FOR THE LESSOR BY:

Signature: *Tricia Sakumore*
 Name: Tricia Sakumore
 Title: _____
 Date: 10/16/12

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 Joseph Mulligan
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.**

INITIALS: *JP* & *JD*
LESSOR & GOV'T