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Agreement No. PS-626

AMENDMENT AGREEMENT NO. 2

THE AMENDMENT AGREEMENT is made and entered into as of this ____ day of _____, 2004, by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois (herein after referred to as the "Commission") and **MB Real Estate** (herein after referred to as the "Consultant")

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 30th day of December, 1993, (herein after referred to as the "Agreement"), wherein the Consultant is to provide management and operating services for the Richard J. Daley Center; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to provide continuation of services; and

WHEREAS, Section 15.4 of the Agreement provides that the Commission and the Consultant may change the Agreement by mutual agreeing and signing a written instrument;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to amend the Agreement as hereinafter set forth.

It is agreed by and between the parties hereto that the sole modification of, changes in, and amendments to the Agreement pursuant to this Amendment are as follows:

1. **Recitals**
THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

2. Paragraph 7.f Liability Claims is hereby modified to read as follows:

Company will be responsible for claims, demands, suits, losses, damages, costs or expense, including attorney's fee and costs, arising out of or in connection with the Company's performance or non-performance of its duties and responsibilities for the maintenance, operation and management of the Property under this Agreement including without limitation the omissions of the Company, its employees, agents and subcontractors effective January 1, 2003.

The Company shall handle, manage, and control the above liability claims, be responsible for payment and settlement of claims, developing claims handling procedures, submitting claims and support documents to its insurers, monitoring activity of claims, maintaining files and providing monthly reporting to the Owner's Risk Manager.

End of Contract Change

Execution of this Amendment by the Consultant is duly authorized by the Consultant, and the signature(s) of each person signing on behalf of the Consultant have been made with the complete and full authority to commit the Consultant to all terms and conditions of this Amendment.

All capitalized terms not defined herein shall have the meaning ascribed to them in the agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement as of the day and year first herein above written.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

Edmund John Secretary Richard M Daley Chairman

MB Real Estate

[Signature]
Senior Vice President

Subscribed and sworn to me this

20th day of August 2004.

Nicole Ellis
Notary Public

My Commission expires: 10/31/05

