

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS914**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 8th day of October, 2009, and shall be deemed and taken as forming a part of the Agreement for Property Management Services ("Agreement") for the Richard J. Daley Center between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **MB REAL ESTATE SERVICES, LLC** ("Property Manager") dated October 3, 2006 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Property Manager have heretofore entered into an Agreement dated the 3rd day of October, 2006, ("Agreement"), wherein the Property Manager is to provide Property Management Services for the Richard J. Daley Center; and

WHEREAS, the Commission and Property Manager now desire to amend the Agreement to include additional Services performed and associated compensation due to Property Manager;

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:

TERMS

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

2. The term of the Agreement is extended as allowed by **Article 4.2 Agreement Extension Options** for two additional years.

The term of the Agreement will expire on **December 31, 2011**.

3. **Exhibit 2 Compensation of the Property Manager**

Section C.1.1. Management Fee is revised to include as follows:

Year	Annual Management Fee
4 – (2010)	\$198,450.00
5 – (2011)	\$198,450.00

Section C.4.1.2. is revised to include the following:

The cost for the fourth and fifth year of this Agreement for Commercial Liability Insurance is not to exceed \$74,000.00 per year.

Execution of this Amendment by the Property Manager is duly authorized by the Property Manager, and the signature(s) of each person signing on behalf of the Property Manager have been made with the complete and full authority to commit the Property Manager 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 agreed and executed this Amendment Agreement No. 1.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Richard M. Daley Date: _____
Richard M. Daley
Chairman

BY: Edgwick C. Johnson Date: 11/09/09
Edgwick C. Johnson
Secretary

PROPERTY MANAGER

MB REAL ESTATE SERVICES, LLC

By: Kevin Purcell Date: 10/20/09
Kevin Purcell
Executive Vice-President

Subscribed and sworn to me this

20th day of October 2009.

Courtney M. Hamm
Notary Public

My Commission expires: 8/03/13

(Seal of Notary)



Approved as to form and legality

Grant Epting 10-15-09
Neal & Leroy, LLC