

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIFTH AMENDMENT
CONTRACT NUMBER PS 1398**

THIS FIFTH AMENDMENT is made and entered into as of the 13TH day of December, 2011, and shall be deemed as forming a part of the Agreement for Program Management Services for the Public Building Commission of Chicago ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **THE RISE GROUP, LLC**. ("Consultant") dated September 9, 2008 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 9th day of September, 2008, wherein the Consultant is to provide Program Management Services for the Public Building Commission of Chicago; and

WHEREAS, Schedule D Compensation of the Program Manager, Section V of the Agreement provides that the Program Manager with a maximum compensation amount of \$69,600,000.00 through December 31, 2011; and

WHEREAS, Schedule D Compensation of the Program Manager, Section IV of the Agreement provides that the Program Manager submit a Work and Cost Outlay plan for calendar year 2012, which was done and has been accepted by the Authorized Commission Representative and subsequently received approval by the Board of Commissioners at the December 13, 2011 board meeting;

WHEREAS, the Commission and Consultant now desire to amend the Agreement to revise the maximum compensation for Services to be performed and associated compensation due to Consultant through calendar year 2012 for such Services;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to extend 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. Schedule D - Compensation of the Program Manager. Article V. Maximum Compensation is DELETED and REPLACED with the following:

The maximum compensation payable under this Agreement is \$84,600,000.00 unless amended as provided for in Section 4.10 of the Agreement. The maximum compensation amount includes the total PMO core

staff, PMO project staff and reimbursable budgets for the period of September 1, 2008 through December 31, 2012.

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.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

(Signature Page follows)

PROGRAM MANAGEMENT SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO – PS1398A5

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No.5.

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Ral Emanuel
Chairman

Date: 1/18/12

ATTEST:

BY: [Signature]
Secretary

Date: 1/19/12

PROGRAM MANAGER

THE RISE GROUP, LLC.

By: [Signature]
President

Date: 12-18-11

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

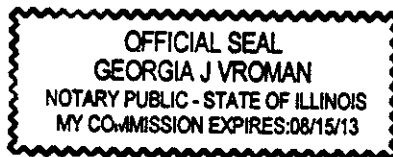
State of: ILLINOIS

Subscribed and sworn to before me by Jack Hartman and as President
on behalf of Consultant this 20th day of Dec, 2011.

[Signature]
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 1/11/2012