GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
where the state of	TO LEASE NO. GS-05P-LIL00408
LEASE AMENDMENT	
ADDRESS OF PREMISES	PDN Number:
Single Tenant office Building	
318 South 6 th Street	
Springfield, Illinois 62701-1915	

THIS AGREEMENT, made and entered into this date by and between: ST. ANDREW'S BUILDING CORPORATION whose address is: 831 East Monroe Street, Springfield, IL 62701-1915, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Lessor and Government entered into the original Lease on April 1, 2018;

WHEREAS, the parties hereto desire to amend the above Lease to remove the Real estate tax payment from the monthly rent payment. The Real Estate taxes will be paid in accordance with Paragraph 1.10 of the lease.

NOW THEREFORE, these parties for the good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 4/1/2018, as follows:

NOW THEREFORE, Paragraphs 1.03A, 1.10, and 6.02 of Lease GS-05P-LIL00408 are amended as follows:

1. Therefore Paragraphs 1.03A, of Lease GS-05P-LIL00408 is amended as follows:

1.03 **RENT AND OTHER CONSIDERATION (OCT 2017)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YEARS 1-15 ANNUAL RENT	Non-Firm Term Years 16-20 ANNUAL RENT
SHELL RENT	\$1,111,735.74	\$1,111,735.74
OPERATING COSTS ²	\$152,439.20	\$152,439.20
TOTAL ANNUAL RENT	\$1,264,174.94	\$1,264,174.94

¹Shell rent calculation:

(Firm Term Years 1-15) \$25.498526 per RSF multiplied by 43,600 RSF (Non-Firm Term Years 16-20) \$25.498526 per RSF multiplied by 43,600 RSF Operating Costs rent calculation:

\$3,496 per RSF multiplied by 43,600 RSF

This Lease Amendment contains two (2) pages.

R. Kens WHICE

ATTHAM! 8-15-18

Signature: Name:

Title:

Date:

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: Signature Name: Name: William RENLOW Robert E. Jones, Jr. Title: President Title: Lease Contracting Office GSA, Public Buildings Service, Entity Name: st. ANDREW'S BUILDING CORPORATION 8-15-18 Date: Date: WITNESSED FOR THE LESSOR BY:

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2. Therefore Paragraph 1.10 Real Estate Tax Base (SEP 2013) is deleted in its entirety and replaced by the language as follows:

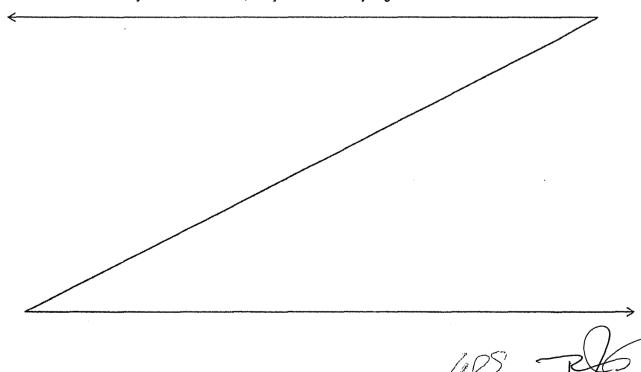
1.10 Real estate Tax Base (SEP 2013)

The Government shall make a lump sum payment to cover its share of real estate taxes over taxes for the calendar year in which its lease commences (base year) and for each year of the lease thereafter. The amount of payment shall be based upon the submission of proper invoice, including paid tax receipts/statements/bills, from the Lessor to GSA at <u>r5realestatetaxes@gsa.gov</u>. The due date for making payment shall be the 30th day after receipt of the invoice by the GSA. If the invoice submitted does not meet the requirements of a proper invoice, it will be returned to the Lessor within 7 days of receipt. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor, or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the first year of a full assessment.

- 3. Per paragraph 1.10, Real Estate Taxes will be paid in a lump sum payment after the Lessor has invoiced for actual payment. In error, the Lessor received a payment for the months of April 2018, May 2018, June 2018, and July 2018 in the amount of \$6.937.08 per month for a total payment of \$27,748.33. The amount of \$27,748.33 will be withheld from the August 2018 rent payment to bring the lease payments in alignment with the execution of the lease.
- 4. Therefore Paragraph 6.02-UTILITIES AND SERVICES of Lease GS-05P-LIL00408 is amended as follows:

6.02 UTILITIES AND SERVICES

The Government will be directly billed and pay for gas, electric, trash and waste removal, security and telecommunications systems and services, and janitorial and recycling services.



INITIALS:

LESSOR

₹

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