

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18172
ADDRESS OF PREMISES 8223 Express Drive Marion IL 62959-5874	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between Michael W. Troop

whose address is: [REDACTED]

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease dated August 24, 2011

- 1.) To discontinue the use of GSA Form 276; and
- 2.) To construct Tenant Improvements (TI) in accordance with the Construction Documents and Specifications; and
- 3.) To provide a Notice to Proceed on the construction of the Tenant Improvements; and
- 4.) To revise the payment of the Tenant Improvements; and
- 5.) To maintain all other terms and conditions of the lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 17, 2012 as follows:

- 1.) 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 now hereby construed to mean "Lease Amendment".
- 2.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawings created by Baysinger Architects LLC dated August 3, 2012, consisting of twelve (12) pages, seven (7) pages updated Oct 3, 2012 (G-1.0, C-1.0, A-1.0, A-1.1, A-2.0, A-7.0, A-8.0) and the Project Manual dated August 3, 2012. Project #12001, Job Name: Tenant Improvements. The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated December 23, 2011, Labeled "Floor Plan: Draft Design intent".

This Lease Amendment contains 4 pages and Exhibits "A" and "B".

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:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Busher
 Entity Name: _____
 Date: 1/7/2013

FOR THE

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: January 15, 2013

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: _____
 Date: 1-7-13

- 3.) Upon full execution and delivery of this Lease Amendment (LA), the Government, hereby, provides its Notice to Proceed with the Tenant Improvement construction to the Lessor.
- A. The anticipated date of completion and acceptance by the Government shall be on or before June 1, 2013.
 - B. Pursuant to Section 2.2 of the Lease SFO, the Lessor must provide a certificate of seismic compliance as detailed in the SFO prior to Occupancy by the Government.
 - C. Pursuant to Section 5.11 G. of the Lease SFO the Lessor must provide a Certificate of Occupancy from the authority having jurisdiction prior to occupancy by the Government.
- 4.) The Lessor, GSA, and Agency through value engineering have agreed the TI cost to be \$302,612.36. Through mutual agreement between the GSA and Lessor the Amortized TI Allowance was increased from \$277,135.53 to \$302,612.36 (\$277,135.53 + \$25,476.83 [increased TI amount] = \$302,612.36).

Paragraph 3. of the Lease which read as follows:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$ 100,000.16	\$ 47,100.00	\$ 65,459.84	\$ 212,560.00	\$ 17,713.33
6-10	\$ 105,200.00	\$ 47,100.00		\$ 152,300.00	\$ 12,691.67

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:



Is hereby deleted and the following inserted in its place:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance Amortized/RISF	Total Annual Rent	Total Monthly Rent
1-5	\$100,000.16	\$47,100.00	\$71,477.52	\$218,577.68	\$18,214.81
6-10	\$105,200.00	\$47,100.00	0	\$152,300.00	\$12,691.67

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:



INITIALS: MS LESSOR & [Signature] GOV'T

1/15/13

Paragraphs 7. and 8. of the Lease which read as follows:

7. Rent includes a Tenant Improvement Allowance of \$277,135.53 to be amortized through the rent over the firm term of the Lease (sixty 60 months) at the rate of 6.75%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

8. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$17,713.33 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$17,713.33 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$17,713.33 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted Third month's rent).

Fourth month's rental payment of \$17,713.33 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted Fourth month's rent).

hereby deleted and the following inserted in its place:

7. Rent includes a Tenant Improvement Allowance of \$302,612.35 to be amortized through the rent over the firm term of the Lease (sixty 60 months) at the rate of 6.75%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

8. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$18,214.81 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$18,214.81 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$18,214.81 minus the prorated commission credit [REDACTED] equals [REDACTED] (adjusted Third month's rent).

INITIALS: [Signature] LESSOR & [Signature] GOVT 4/5/13

Fourth month's rental payment of \$18,214.81 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted Fourth month's rent).

5.) Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern

Attachments;

- Exhibit "A" Deductions Scope of Work.
- Exhibit "B" DID's Floor Plan

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INITIALS: MT & [Signature]
LESSOR GOVT 1/5/13

Marion IL MSHA Project 9IL2392

12/18/2012

Value Engineering Deductions from TI-Bid and Scope of Work.

Item		
1	Deduct electrical work required for security fence gate	
	Scope change to Forbo Marmoleum Composite Tile.	
2	Delete ceramic wall tile.	
3	Delete Additional Parking	
4	Delete Parking Lot Fence	
5	Delete walls between files 117, work station area, and delete storage room 121	
6	Delete 1 toilet in women's restroom	
7	Delete remaining additional parking	
8	Delete ceramic tile flooring in rooms 108, 109, 111, and 112 and add a colored floor coating	
9	Removal of under cabinet lighting in break room	
10	Price to remove upper cabinets in the break room	
11	Consolidate Storage rooms 110 and 105. Removes wall between rooms and one door.	
	TOTAL	\$82,284.00

Gov't Initials:

MT

EXHIBIT "A"

Lessor Initials:

MT

1/15/13