

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-05B-18583
ADDRESS OF PREMISES: Heritage Place, 1515 5 <sup>th</sup> Avenue Moline, IL 61265	PDN Number:

THIS AMENDMENT is made and entered into between Heritage Place Associates LLC

whose address is: 455 Fairway Drive Suite 301  
Deerfield Beach, Florida 33441

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective November 20, 2013 as follows:

Lease Amendment (LA) 2, is issued to correct the schedule for the adjusted Monthly Rent payments listed under Section 1.04 - Broker Commission Credit - Paragraph B. The Broker Commission Credit (BBC) starts in December, Month 6 of Lease. This lease amendment also corrects the date on Rent Table, the Lessor's address, Overtime HVAC and parking.

Therefore, the following Paragraphs will be deleted in its entirety and replaced with the following:

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises of 6,863 rentable square feet and 5,968 ANSI BOMI square feet. 11 parking spaces are also included in said lease. There is no additional charge for these spaces.

This Lease Amendment contains (two) 2 pages.

All other terms and conditions of the lease shall remain in force and effect.  
described their names as of the below date.



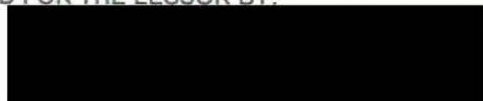
Date: 12-9-13

FOR THE



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service.  
Date: 12-9-13

WITNESSED FOR THE LESSOR BY:



Signature: \_\_\_\_\_  
Name: Michelle Stripes  
Title: Leasing Manager  
Date: 12-9-13

**1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)**

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified below. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified rights to parking areas will be deemed included in the rent.

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates for 6,863 Rentable/5,968 ANSI BOMI:

	A) 7/1/13-11/30/13	B) 12/1/13-11/30/18	C) 12/1/18-11/30/23
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$94,746.36	\$102,121.44	\$112,278.68
OPERATING COSTS <sup>2</sup>	\$22,647.34	\$20,589.00	\$20,589.00
REAL ESTATE TAX <sup>3</sup>	\$18,262.02	\$21,824.34	\$21,824.34
TENANT IMPROVEMENT <sup>4</sup>	\$0.00	\$0.00	\$19,783.76
<b>TOTAL ANNUAL RENT</b>	<b>\$135,655.72</b>	<b>\$144,534.78</b>	<b>\$174,475.78</b>

<sup>1</sup> Shell rent A calculation: \$13.81 x 6,863 RSF; Shell rent B calculation: \$14.88 x 6,863 RSF; Shell rent C calculation: \$16.36 x 6,863 RSF  
<sup>2</sup> Operating Costs rent A calculation: \$3.30 x 6,863; B: \$3.00 x 6,863 RSF; Oper Cost C: \$3.00 x 6,863 RSF  
<sup>3</sup> Real Estate Tax A calculation: \$2.66 x 6,863; B: \$3.16 x 6,863 RSF; Real Estate Tax C: \$3.16 x 6,863 RSF  
<sup>4</sup> Tenant Improvement for rent period C of \$89,520.00 amortized 5 years at 4% interest rate.  
 \*\* ABOVE RATES DO NOT INCLUDE TAX AND OPERATING ESCALATIONS

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)**

A. **AMERIVET REAL ESTATE SERVICES, INC. together with Stratton Commercial Real Estate as the state licensed real estate professional** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to AmeriVet Real Estate Services, Inc., with the remaining [REDACTED] which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing 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 in equal monthly installments over the shortest time practicable.



B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the fifth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- Month 6 Rental Payment \$12,044.57 minus prorated commission credit of [REDACTED] [REDACTED] adjusted 6th Month's Rent.
- Month 7 Rental Payment \$12,044.57 minus prorated commission credit of [REDACTED] adjusted 7th Month's Rent.
- Month 8 Rental Payment \$12,044.57 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 8th Month's Rent.

**6.05 OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)**

It is agreed that there is no charge for Overtime use of HVAC.

All other terms and conditions of this lease shall remain in full force and effect.

INITIALS  LESSOR &  GOVT