

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 9
	TO LEASE NO. GS-05P-LIL19037
ADDRESS OF PREMISES 4920 East State Street Rockford, IL 61108-2272	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between [REDACTED]

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 and commence Rent in beginning the 10 year Lease Term (5 years Firm).

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 December 2, 2014 as follows:

- A. The TO HAVE AND TO HOLD Paragraph on page 1 of the Lease is deleted in its entirety and replaced as follows:
  - a. "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 2, 2014 and continuing through December 1, 2024, subject to termination and renewal rights as may be hereinafter set forth."
- B. Paragraph 1.05 TERMINATION RIGHTS (AUG 2011) shall be deleted in its entirety and replaced with the following:

**1.05 TERMINATION RIGHTS (AUG 2011)**

"The Government may terminate this Lease, in whole or in part, effective after December 1, 2019 by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of the termination."
- C. Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) shall be deleted in its entirety and replaced with the following:

This Lease Amendment contains <sup>2</sup> page.s. *[Handwritten signature]*

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: Owner

Entity Name: N/A

Date: 12/12/14

**FOR THE GOV**

Signature: [REDACTED]

Name: Jas [REDACTED]

Title: Lea [REDACTED]

Entity Name: GSA, Public Buildings Service

Date: 1/13/15

**WITNESSED** [REDACTED]

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. DTZ Americas, Inc. (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 DTZ Americas, 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 5 Rental Payment \$9,796.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent.

Month 6 Rental Payment \$9,796.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6<sup>th</sup> Month's Rent.

Month 7 Rental Payment \$9,796.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7<sup>th</sup> Month's Rent.

INITIALS:  LESSOR &  GOVT