

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>LEASE AMENDMENT</b>		LEASE AMENDMENT No. 1
ADDRESS OF PREMISES    211 Fulton Street Peoria, IL 61602-1347		TO LEASE NO. GS-05B-18369 PDN Number: PS0023478

**THIS AGREEMENT**, made and entered into this date by and between 211 Fulton Street, LLC

whose address is: 500 Lake Cook Road, Suite 270  
 Deerfield, IL 60015-5609

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

**WHEREAS**, the parties hereto desire to amend the above Lease. This Lease Amendment is issued to establish the commencement date and term of the lease, and to reimburse the Lessor for the cost of tenant improvements above the tenant improvement allowance set forth in the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 2012 as follows:

**A.** Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning November 1, 2012 and continuing through October 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

**B.** Paragraph 3 of the Lease is deleted in its entirety and replaced with the following:

"3: The Government shall pay the Lessor rent as follows:

Year 1 Annual Rent \$202,415.08 at the rate of \$16,867.92 per month in arrears comprised of the following"

Year 1	RSF Rate	USF Rate
Shell Rent	\$23.08	\$25.62
T.I.	\$4.28	\$4.75
Operating Costs	\$6.50	\$7.22
Full Service Rent	\$33.86	\$37.59

This Lease Amendment contains 2 pages.

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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
 Adam Levine  
 President  
 211 Fulton Street, LLC  
 12/22/12

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
 John Boguslawski  
 Lease Contracting Officer  
 GSA, Public Buildings Service,  
 1/7/2013

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 12/22/12

Year 2 Annual Rent: \$205,463.86 at the rate of \$17,121.99 per month in arrears.  
Year 3 Annual Rent: \$208,632.20 at the rate of \$17,386.02 per month in arrears.  
Year 4 Annual Rent: \$211,860.32 at the rate of \$17,655.03 per month in arrears.  
Year 5 Annual Rent: \$215,148.22 at the rate of \$17,929.02 per month in arrears.  
Year 6 Annual Rent: \$163,976.54 at the rate of \$13,644.71 per month in arrears.  
Year 7 Annual Rent: \$167,264.44 at the rate of \$13,938.70 per month in arrears.  
Year 8 Annual Rent: \$170,671.90 at the rate of \$14,222.66 per month in arrears.  
Year 9 Annual Rent: \$174,139.14 at the rate of \$14,511.60 per month in arrears.  
Year 10 Annual Rent: \$177,725.94 at the rate of \$14,810.50 per month in arrears.

Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

211 Fulton Street, LLC  
500 Lake Cook Road, Suite 270  
Deerfield, IL 60015-5609

C. Paragraph 4 of the Lease is deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time after October 31, 2017 by giving at least 90 days notice in writing to the Lessor, and not rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

D. Pursuant to Paragraph 10 of the Lease, the Lessor is amortizing \$107,700.00 of the cost of tenant improvements in the annual rent. The total cost of the construction of the tenant improvements is \$242,731.50. The difference of \$135,031.50 will be paid to the lessor via a lump sum payment. After acceptance by the Government, and approval from the Contracting Officer, Lessor must submit its invoice in the amount of \$135,031.50 referencing PS Number PS0023478 directly to: GSA, Greater Southwest Finance Center (7BCP), PO Box 17181, Fort Worth, Texas 76102 or to the GSA Finance Website at [WWW.finance.gsa.gov](http://WWW.finance.gsa.gov).

INITIALS:

LESSOR

&amp;

GOVT