

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-05P-LIL18792
ADDRESS OF PREMISES 402 West Main Street, Benton IL 62812-1316	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between

whose address is: PHT Inc.,
3201 Foxberry Circle
Carbondale, IL 62901-5235

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

WHEREAS, the parties hereto desire to amend the above Lease. Lease Amendment No.2 is issued to commence the shell and operating components of rent and to establish the effective date of the Lease term prior to the completion of the tenant improvements as well as clarify the tax base. Rent for the period beginning **July 1, 2014** up until completion and acceptance of tenant improvements and Lessor shell building improvements as outlined in paragraph 1.15 "BUILDING IMPROVEMENTS," will not include an amount for tenant improvement amortization. Upon completion and acceptance of tenant improvements and shell building improvements, the final TI amount (\$83,861.38, as originally negotiated) rental rate including amortized TI (which shall be amortized at 6% over the remaining firm term,) and final commission and credit will be documented in a Lease Amendment in accordance with the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **July 1, 2014** as follows:

A. Page one (1) of the Lease GSA Form L202, two (2) sentence paragraph titled "LEASE TERM" is hereby deleted in its entirety and replaced with the following:

"LEASE TERM


To Have and to Hold the said Premises with its appurtenances for the term beginning upon **July 1, 2014** and continuing for a period of **ten (10) years, five (5) years firm**, subject to termination and renewal rights as may be hereinafter set forth."

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: HAROLD THACKER
Title: Pres
Entity Name: PHT, Inc.
Date: JUN 22, 2014

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service, SPSCE
Date: 6-25-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: EDWARD E. SMITH
Title: PROJECT MANAGER
Date: 22 JUNE 2014

B. With regard to Lease Paragraph 2.07 "Real Estate Tax Adjustment" and 2.09 "Operating Costs Adjustment," beneficial occupancy for Lease GS-05P-LIL18792 is hereby established as July 1, 2014.

C. Paragraph 1.03, "Rent and Other Consideration," Part A is hereby deleted in its entirety and replaced with the following:

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$225,794.00	\$225,794.00
TENANT IMPROVEMENTS RENT ²	\$0	\$ 0
OPERATING COSTS ³	\$ 91,285.00	\$ 91,285.00
BUILDING SPECIFIC SECURITY ⁴	\$ 0	\$ 0
PARKING ⁵	\$ 0	\$ 0
TOTAL ANNUAL RENT	\$317,079.00	\$317,079.00

¹Shell rent (Firm Term) calculation: \$17.8465 per RSF (rounded) multiplied by 12.652 RSF
²The Tenant Improvement Allowance of N/A is amortized at a rate of N/A percent per annum over N/A years.
³Operating Costs rent calculation: \$7.21506 (rounded) per RSF multiplied by 12.652 RSF
⁴Building Specific Security Costs of \$0 are amortized at a rate of 0 percent per annum over 0 years
⁵Parking costs described under sub-paragraph G below."

D. Paragraph 1.04 "Broker Commission and Commission Credit" is hereby deleted in its entirety and replaced with the following:

A. AmeriVet Real Estate Services, 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 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$26,423.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*
 Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

Month 2 Rental Payment \$26,423.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*
 Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

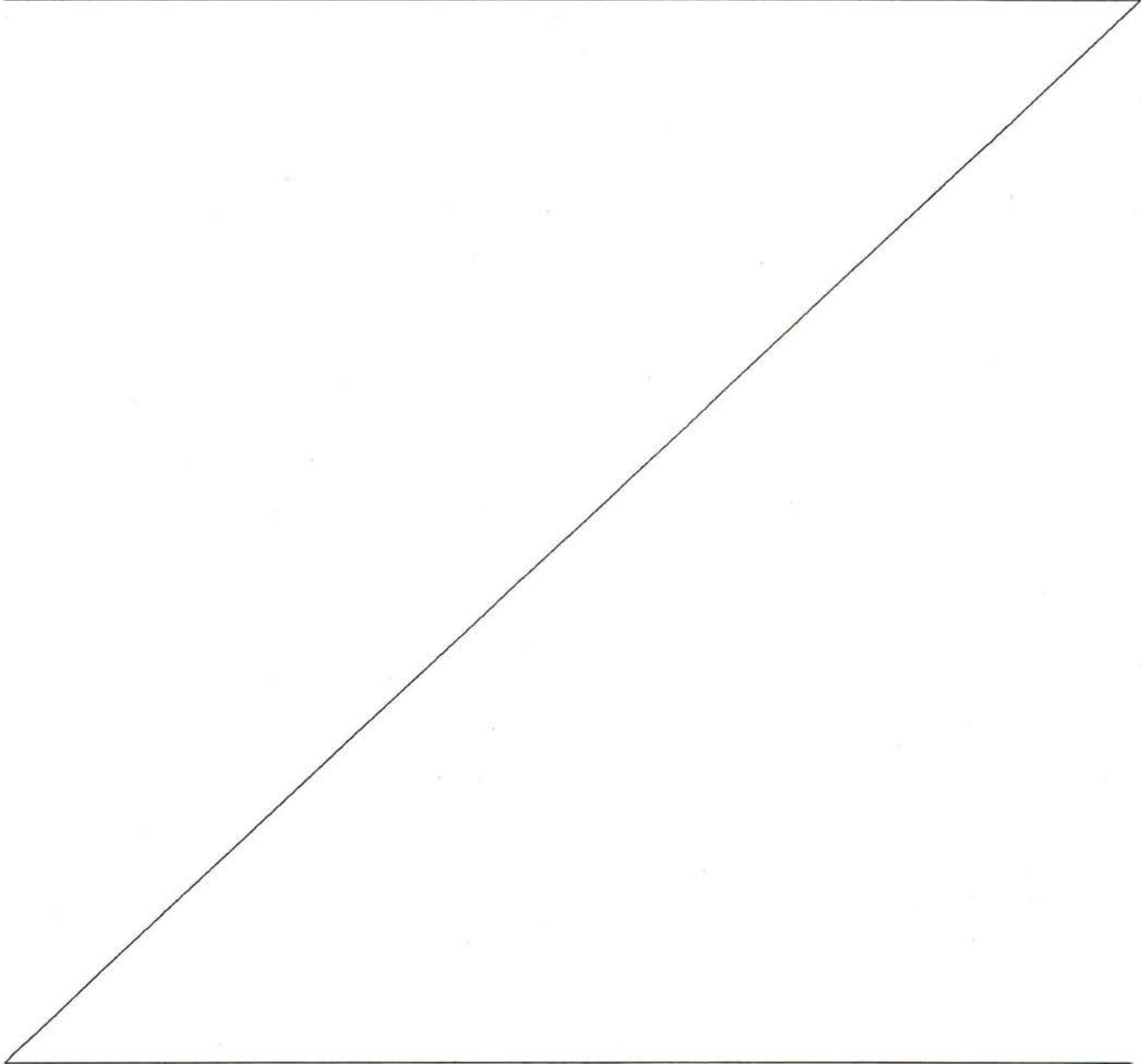
Month 3 Rental Payment \$26,423.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*
 Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

INITIALS: HS & CB
 LESSOR & GOVT

E. Paragraph 1.10 "Establishment of Tax Base" is hereby restated for clarification purposes:

"1.10 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$53,644.04. This number represents the tax base for the entire building, of which the Government shall pay its fair share of tax adjustments, per the Real Estate Tax Adjustment paragraph. Refer to paragraph 1.09 for the Government's percentage of occupancy."



INITIALS: HY & CB
LESSOR GOVT