

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT
NO. 1
PS0025238

DATE
12/19/2012

TO LEASE NO.
GS-05B-18361

ADDRESS OF PREMISES

11006 Airport Trail, Suite B
Litchfield, IL 62056-4450

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

whose address is: Dio Aira Properties, LLC
241 North Fifth Street
Springfield, IL 92701-1001

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 December 15, 2010, and

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective as of the date executed by the Contracting Officer as follows:

- 1.) Description of the Tenant Improvements to be constructed in accordance with the Design Intent Drawings; and
- 2.) To provide a Notice to proceed on the construction of the Tenant Improvements; and
- 3.) To provide for the payment of the Tenant Improvements.

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All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

LC

OWNER

(Title)

241 N FIFTH ST

SPRINGFIELD IL 62701

(Address)

ES ADMINISTRATION

Lease Contracting Officer

(Official Title)

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1.) 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 Steckel – Parker Architects, Inc. dated April 18, 2012 with revisions dated April 19, 2012, consisting of 20 pages. Job Name: MSHA LITCHFIELD. 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 July 11, 2011, drawn by MSHA, labeled “Revised Draft floor Plan 7-20-2011”.

2.) Upon full execution and delivery of this Lease Amendment (LA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before March 9, 2013.

3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements is \$146,975.00. The Tenant Improvement cost includes all the Lessor’s fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion. Any changes of the Construction Drawings which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Lease Contracting Officer.

A portion of the total Tenant Improvement costs, \$134,530.54 shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of zero percent (0.0%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$134,530.54 paid monthly in arrears in the amount of \$2,242.18 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements is \$12,444.46 and shall be paid by a lump-sum-payment upon the substantial completion and acceptance by the Government of the tenant improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit “A”. All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS _____ and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp> . Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

Lessor _____ (initials)
Government _____ (initials)

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If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Mark Montgomery
Public Buildings Service Region 5
Customer Projects Service Center
230 South Dearborn St. Suite 3300
Chicago, IL 60604

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Lease Amendment.

Lessor _____ (initials)
Government _____ (initials)