

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-01037
ADDRESS OF PREMISES 601 Business 70 West Columbia, Missouri 65203-2585	PDN Number: PS0028822

THIS AGREEMENT, made and entered into this date by and between B-SIB, L.L.C.

whose address is: 215 N. Stadium Boulevard, Suite 207
Columbia, Missouri 65203-1160

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

WHEREAS, the parties hereto desire to amend the above Lease as shown in the below paragraphs:

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

1. Page 1 of GSA Form L201C as amended is further amended as follows:

"LEASE TERM

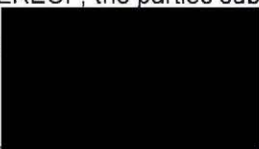
To Have and To Hold the said Premises with their appurtenances for the term beginning on August 1, 2013 and continuing thru July 31, 2023, subject to termination as may be hereinafter set forth, to be used for such purposes as determined by GSA.

The Government may terminate this Lease, in whole or in part, effective on or after July 31, 2018 by providing not less than 90 days' prior written notice to the Lessor. For suite 240 only, consisting of 5,777 BOMA Office Area Square feet (6,643.55 rentable) the Government is terminating suite 240 effective April 30, 2014. The effective date of the termination for the remainder of the space shall be the day following the expiration date 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 termination."

This Lease Amendment contains 4 pages along with Attachments I and J (Revised).

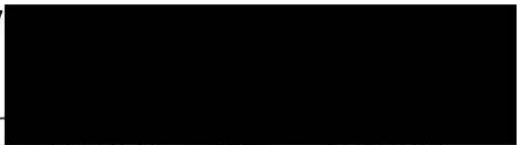
All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR



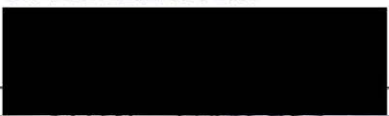
Signature: _____
 Name: Wayen Derogam
 Title: owner's Agent
 Entity Name: B-SIB, LLC
 Date: 4/23/14

FOR THE GOV



Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 6PRW
 Date: 9/2/2014

WITNESSED FOR THE LESSOR BY:



Signature: _____
 Name: _____
 Title: _____
 Date: 4/23/14

2. Paragraph 1.01, The Premises, of the Lease as amended is further amended as follows:

"The Premises are described as follows:

Office and Related Space: 59,782.75 rentable square feet (RSF), yielding 51,985 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 15 percent, located on the first and second floor(s) and known as Suite(s) 140, 147, 213E, 225, 230, 232, 233, 235, 240, and 250 of the Building, as depicted on the floor plan(s) attached hereto as Revised Exhibit "A". Effective on May 1, 2014 the space will be reduced to 53,139.20 rentable square feet, yielding 46,208 ABOA square feet with the termination of suite 240."

3. Paragraph 1.03.A Rent and Other Consideration (Aug 2011) as amended is further amended as follows: "The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

51,985 ABOA SQ FT, 59,782.75 RSF, AUGUST 1, 2013 - APRIL 30, 2014		
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$584,831.25	\$9.78260870
OPERATING COSTS	\$ 142,958.75	\$2.39130435
TOTAL ANNUAL RENT	\$727,790.00	\$12.17391305

46,208 ABOA SQ FT, 53,139.20 RSF, MAY 1, 2014 - SEPTEMBER 30, 2014		
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$519,840.00	\$9.78260870
OPERATING COSTS	\$ 127,072.00	\$2.39130435
TOTAL ANNUAL RENT	\$646,912.00	\$12.17391305

46,208 ABOA SQ FT, 53,139.20 RSF, OCTOBER 1, 2014 - JULY 31, 2018		
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$519,840.00	\$9.78260870
TENANT IMPROVEMENT	\$99,847.37	\$1.87897767
OPERATING COSTS	\$ 127,072.00	\$2.39130435
TOTAL ANNUAL RENT	\$746,759.37	\$14.05289072

46,208 ABOA SQ FT, 53,139.20 RSF, AUGUST 1, 2018 - JULY 31, 2023		
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$586,841.60	\$11.04347826
OPERATING COSTS	\$ 127,072.00	\$2.39130435
TOTAL ANNUAL RENT	\$713,913.60	\$13.43478261

The Tenant Improvement Allowance is \$462,080. The tenant improvements that are to be completed for this project cost are \$458,886.10. The Government will be paying a lump sum amount for the majority of the [redacted] space tenant improvements in the amount of \$130,195 reducing the total tenant improvement cost to \$328,691.10 to be amortized in the rent at a rate of 8 percent per annum over 46 months.

Rates may be rounded.

INITIALS: WB & BHO
LESSOR & GOVT

Revised Exhibit I attached breaks down the rent listed above per agency.

Revised Exhibit J attached lists the agency square feet and assignment.

Rent for Lesser periods shall be prorated."

4. Paragraph 1.04 Termination Right (August 2011) is amended as follows:

"The Government may terminate this Lease, in whole or in part, effective on or after July 31, 2018 by providing not less than 90 days' prior written notice to the Lessor. For suite 240 only, consisting of 5,777 BOMA Office Area Square feet (6,643.55 rentable) the Government is terminating suite 240 effective April 30, 2014. Once space in suite 240 is terminated, no rent for suite 240 shall be paid to the Lessor. At no time shall rent be paid beyond April 30, 2014 for suite 240. The effective date of the termination for the remainder of the space shall be the day following the expiration date 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 termination."

5. Paragraph 1.08 Percentage of Government Occupancy for Tax Adjustment, Establishment of Tax Base (Aug 2011) is amended as follows;

"Effective on May 1, 2014 the percentage of Government occupancy is reduced to 21.48 percent."

6. The tenant improvement cost of \$458,886.10 for the Government agencies are based on the DID Preliminary Budget Update dated April 17, 2014 as well as DID drawings dated April 11, 2014. Upon final reconciliation and agreement of tenant improvement cost another lease amendment will be completed and tenant improvement rent will be re-calculated. Below is a current summary of the tenant improvement costs for each agency and joint use space.

<u>Agency/Space</u>	<u>TI Costs</u>	<u>TI Cost Three Agencies 213E Pro Rata Shared Space</u>	<u>Total TI Cost Per Agency</u>	<u>Total TI Cost After Lump Sum</u>
E	\$136,115.31	\$17,266.25	\$153,381.56	\$23,186.56
E	\$121,030.13	\$12,214.07	\$133,244.20	\$133,244.20
E	\$75,474.84		\$75,474.84	\$75,474.84
E	\$6,022.87	\$4,274.93	\$10,297.80	\$10,297.80
Joint Use	\$86,487.70		<u>\$86,487.70</u>	<u>\$86,487.70</u>
		Total	\$458,886.10	\$328,691.10

<u>Agency/Space</u>	<u>TI Cost to be Amortized</u>	<u>Annual Cost 46 Months @ 8% interest Rate</u>
E	\$23,186.56	\$7,043.44
E	\$133,244.20	\$40,475.95
E	\$75,474.84	\$22,927.19
E	\$10,297.80	\$3,128.19
Joint Use	<u>\$86,487.70</u>	<u>\$26,272.60</u>
	\$328,691.10	\$99,847.37

The Lessor's cost for the proposed work is fair and reasonable based on the drawings and budget submitted. This is an official notice to proceed for such work at the proposed amounts listed in the budget. Any future changes requested by the Government will have to be reviewed and approved by the Lease Contracting Officer and followed up with a Lease Amendment. If such changes cause a cost increase, then those costs will either be amortized in the rent or paid lump sum by the Government. If changes cause a cost decrease, then the tenant improvement rent will be adjusted down at the appropriate amount.

The Government will be paying a lump sum amount for the majority of the **E** space in accordance with this Lease Amendment in the amount of \$130,195 reducing the total tenant improvement cost to be amortized in the rent for **E** to \$23,186.56. The total dollar amount for the entire project (all agencies space including joint use) tenant improvement cost to be amortized in the rent will then be reduced to \$328,691.10.

INITIALS: WB & PKD
LESSOR & GOVT

7. Paragraph 7 of Lease Amendment Number 2 is deleted and replaced as follows: "It is the intent for the Lessor to have all tenant improvement work completed by October 2014. The rent for tenant improvements will not begin until tenant improvements have been completed."

8. Payment for the [redacted] lump sum tenant improvement work in the amount of \$130,195 will become due (30) days after completion of the work, acceptance by the Government, and receipt of an acceptable invoice from the Lessor. An invoice for payment must be submitted as follows:

Original Invoice: General Services Administration
Finance Division
P.O. Box 17181
Fort Worth, Texas 76102-0181
Telephone: (817) 334-2397

Copy To: Brian K. Dunlay
Lease Contracting Officer
West Leasing Branch (6PRW)
1500 East Bannister Road
Kansas City, Missouri 64131-3088

A proper invoice must include:

- Invoice Date
- Name of the Lessor exactly as shown on the lease
- GSA PDN Number PS0028822
- Lease contract number and building address
- Supplemental Lease Agreement Number
- Description, price and quantity of property and services actually delivered or rendered.

9. Lessor shall provide and install the tenant improvements described in the drawings and budget.

10. The Lessor shall provide a copy of all contractor bids matching the budget upon final reconciliation of the tenant improvements.

11. The Joint Use rates listed in Exhibit I are calculated as follows for the following periods:

August 1, 2013 thru September 30, 2014

	<u>Rate Per RSF</u>
Shell	\$9.78260870
Operating	\$2.39130435
Annual Rate	\$12.17391305

October 1, 2014 thru July 31, 2018

	<u>Rate Per RSF</u>
Shell	\$9.78260870
Operating	\$2.39130435
TI	\$3.08601096
Annual Rate	\$15.25992401

August 1, 2018 thru July 31, 2023

	<u>Rate Per RSF</u>
Shell	\$11.04347826
Operating	\$2.39130435
TI	\$0
Annual Rate	\$13.43478261

INITIALS: W & AKO
LESSOR & GOVT