

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1(rev.) TO LEASE NO. GS-06P-01046 DATE 5.11.11 PAGE 1 of 3

ADDRESS OF PREMISES
901 E. St. Louis Street, Springfield, Missouri 65806-2540

THIS AGREEMENT, made and entered into this date by and between **JQH SPRINGFIELD TOWER, LLC**

whose address is 300 John Q. Hammons Parkway
Suite 900
Springfield, MO 65806-2550

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

WHEREAS, the parties hereto desire to amend the Lease to reflect an expansion.

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

The word "effective" directly above was deleted prior to execution by either party.

This Supplemental Lease Agreement (SLA) #1 reflects the necessary alterations to the Lease providing for an expansion of 4,408 rentable square feet, located on the eighth floor, to house the Federal Public Defenders.

- 1. This SLA #1 provides for an expansion space hereby known as Block C, in the amount of approximately 4,408 rentable square feet (3,900 ANSI/BOMA office area (usable) square feet) of office space as indicated in Exhibit A. Square footage adjustments for Block C, based on mutual measurement of the space, shall be established in a subsequent SLA.
- 2. The effective date of Block C shall be on or about August 1st, 2011. A subsequent Supplemental Lease Agreement shall establish the actual effective date upon acceptance of the space by the Government.
- 3. The Government may terminate Block C of this Lease in whole or in part at any time after 03/18/2015 by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. The termination date for Block C shall be 03/18/2020.

(See attached pages 2-3 and Exhibit A)

All other terms and conditions of the lease shall remain in force and effect notwithstanding tenant improvements.

LESSOR: JQH SPRINGFIELD TOWER, LLC

[Redacted]	NAME OF SIGNER Ingaeline A Dowdy
ADDRESS 300 John Q. Hammons Parkway Suite 900 Springfield, MO 65806	NAME OF SIGNER MARK HARRIS
SIGNATURE [Redacted]	NAME OF SIGNER Shellie Gill Starr
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION



4. The fully serviced annual rental rate for the expansion space, Block C, will be \$17.0308843/rentable square feet.
5. The base for rent operating costs for the expansion space, Block C, is \$6.2172129/usable square foot. The base year shall be 2010.
6. The tenant improvement expenses shall be paid to the lessor via lump sum payment. Invoicing instructions will be provided in a subsequent supplemental lease agreement.
7. The Lessor shall provide entire build out of the space including parts, tools, labor, equipment, materials, and supervision necessary for Tenant Improvement alterations needed for Block C.
8. All work associated with alterations for Block C shall be accomplished by licensed contractor(s) in accordance with national, state and local codes, in accordance with the best practices of the trade, and in a manner acceptable to the Government. All work shall be subject to all terms and conditions of this lease. Work shall be completed on or about August 1st, 2011.
9. Upon completion of the alterations, the Lessor shall provide the GSA Contracting Officer with a copy of the "as-built" drawings for the entire Block C space.
10. Upon termination of the Lease and in the event the Government elects not to remove the alterations, additions and fixtures installed pursuant to the agreement, the Lessor waives restoration rights and may not require the Government to restore premises to condition provided for in original plans and specifications.
11. The following exceptions and changes to the original Lease are made hereto:

Section 3.2 GSA Forms and Pricing Information:

- **3.2.A.2.j-** The fees for the Tenant Improvement work are as follows:
 1. Construction OH&P: 15% of cost incurred
 2. A/E Fees: To be determined after evaluating the scope of work
 3. Building permit: \$600.00
 4. Misc prints and processing expenses: \$250.00
- **3.2.A.4-** No unit pricing is necessary as all work will be built out per the plans and specifications of the SFO.

Section 3.4 Green Lease Submittals: Section 3.4 Green Lease Submittals of the SFO will be applicable to the expansion space. The following items modify the clause.

- **3.4.A.1-** Product Data Sheets will be submitted for all products after the selection and approval of the product by the Agency and before installation
- **3.4.A.3-** The reuse plan cannot be prepared in advance of construction. Every effort will be made to reuse existing materials and a reuse summary will provide with the final cost summary identifying the materials reused, salvaged and refinished.
- **3.4.A.4-** Necessary requests for Waivers will be provided as they are identified during construction
- **3.4.A.7-** The existing recycling plan is accepted and unchanged
- **3.4.A.8-** The building mechanical system is existing and this space is a very small portion thereof. The space will not be flushed out independently.
- **3.4.A.9-** Commissioning will not be required in accordance with the incorporation requirements called for in the "Mechanical, Electrical, Plumbing: General" (Aug 2008) paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO."

INITIALS:  & 
 Lessor Government

Lease No. GS-06P-01046
 SLA No 1(rev.)

