

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO GS-06P-01046	DATE 1/31/12	PAGE 1 of 3
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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 above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **December 7, 2011**, as follows:

This Supplemental Lease Agreement (SLA) #3 establishes the terms and conditions of the expansion space for the [REDACTED] located on the eighth (8th) floor of the above referenced address of the leased premises.

1. Paragraph 1 of the Lease, is hereby amended as follows:

"1. The Lessor hereby leases to the Government the following described premises: Block A consisting of 5,184 rentable square feet / 4,587 ANSI/BOMA square feet of office space housing the [REDACTED]. Included in the rent for Block A at no additional cost to the Government, are two (2) on-site structured parking spaces for the exclusive use of Government employees and patrons; and Block C consisting of 4,408 rentable square feet / 3,900 ANSI/BOMA square feet of office space housing the [REDACTED]. Included in the rent for Block C at no additional cost to the Government, are two (2) on-site structured parking spaces for the exclusive use of Government employees and patrons. Altogether this lease encompasses four (4) on-site structured parking spaces and 9,592 rentable square feet / 8,487 ANSI/BOMA square feet of office space located on the eighth (8th) floor of the Hammons Tower located at 901 E. St. Louis Street, Springfield, Missouri, 65806-2540. The Federal Government shall have the right to ingress to and egress from the premises at all times."

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

TO HAVE AND TO HOLD the said premises with their appurtenances for the term as follows:

"2. Block A, beginning on 03/19/2010 through 3/18/2020. Block C, beginning on 12/07/11 through 3/18/2020. The Government may terminate Block A and/or Block C, in whole or in part, at any time after 3/18/2015 by giving at least ninety (90) days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing"

(See Pages 2 and 3 attached hereto and made a part hereof.)

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: JQH Springfield Tower, LLC		NAME OF SIGNER
[REDACTED]		<i>Jaqueline A Dowdy</i>
IN THE PRESENCE	NAME OF SIGNER	
[REDACTED]	<i>MARSH GREEN</i>	
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION		
SIGNATURE	NAME OF SIGNER	
[REDACTED]	Marsha Green, CCIM	
	OFFICIAL TITLE OF SIGNER	
	Lease Contracting Officer	

3. "Paragraph 3 of the Lease, as amended is further amended as follows:

The Government shall pay the Lessor annual rent as follows:

<u>Year</u>	<u>Total RSF</u>	<u>Shell</u>	<u>Operating</u>	<u>Total Annual Rent</u>	<u>Total Monthly Rent</u>
03/19/10- 11/15/11	11,014	\$126,991.42	\$28,518.36	\$187,578.16	\$15,631.51
11/16/11- 12/06/11	5,184	\$59,771.52	\$28,518.36	\$88,289.88	\$7,357.49
12/07/11- 03/18/15	9,592	\$110,595.76	\$52,765.49	\$163,361.25	\$13,613.44
03/19/15- 03/18/20	9,592	\$116,063.20	\$52,765.49	\$168,828.69	\$14,069.06

Rent shall be paid on a monthly basis in arrears. Rent for a lesser period shall be prorated. Rental rates above do not include escalations in operating costs above the base year which have occurred to date.

Rent shall be made payable to:

JQH SPRINGFIELD TOWER, LLC
 300 John Q. Hammons Parkway
 Suite 900
 Springfield, MO 65806-2550"

4. Paragraph 11 of the Lease, as amended is further amended as follows:


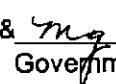
"11. In accordance with SFO paragraph 4.2 TAX ADJUSTMENT, the percentage of Government occupancy is established as 4.320721% (9,592 RSF/ 222,000 RSF)."

5. Paragraph 12 of the Lease, as amended, is further amended as follows:

"12. In accordance with SFO paragraph 4.3 Operating Costs, the escalation base is established as \$52,765.49 per annum. The base year shall be March 2010. Escalation shall occur on the anniversary date of the lease pursuant to the SFO."

6. The Government shall pay the Lessor a lump sum payment in the amount of \$136,441.98 for the work as provided in SLA #1 of this lease, which is substantially complete on 12/07/2011. Upon completion and acceptance of the work as substantially complete, the Government shall pay an additional \$2,671.90 for the purchase and installation of door hardware for entrance doors to Rooms 806, 808, 810 and 813. The total amount to be paid is \$139,113.88. Payment is contingent upon receipt of a proper invoice which shall include as follows:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- Invoice Date
- **GSA PDN # PS0022441 noted at top of invoice.**
- Lease contract number (GS-06P-01046), Supplemental Lease Agreement Number (SLA 3), and address of leased premises.
- Description, price, and quantity of property and services actually delivered or rendered.
- "Remit to" address.
- Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.

INITIALS  & 
 Lessor Government

Lease No. GS-06P-01046
 SLA No. 3

Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made. The **original** invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division
P.O Box 17181
Fort Worth, TX 76102

A **copy** of the invoice must be provided to the following address:

General Services Administration
Attn: Michael Elson, Leasing Specialist
East Leasing Branch (6PRE)
Real Estate Acquisition Division
1500 East Bannister Road
Kansas City, MO 64131
Fax 816-926-8307

7. Waiver of Restoration

The Lessor hereby waives, releases and discharges and forever relinquishes any right to make a claim against the Government for waste, damages, or restorations arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

INITIALS:  & 
Lessor Government

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