

| | |
|--|------------------------------|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 1 |
| | TO LEASE NO. GS-06P-LMO11045 |
| LEASE AMENDMENT | |
| ADDRESS OF PREMISES 10801 Pear Tree Lane, Suite 300 St. Ann, MO 63074-1417 | PDN Number: PS0029990 |

THIS AMENDMENT is made and entered into between **Drury Land Development, Inc.**

whose address is: **721 Emerson Road, Suite 200
St. Louis, MO 63141-6755**

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, as follows:

This Lease Amendment (LA) #1 provides for the purchase, installation and maintenance of carpet, paint, [REDACTED] and break room.

1. The Lessor shall purchase, install and maintain the carpet, paint, [REDACTED] and break room and all associated components for a lump-sum payment amount not to exceed \$123,787.73 as detailed in Exhibits A through Exhibits G, attached. The lessor shall furnish all parts, tools, labor, equipment and materials required to perform the entire job. All work associated with the alterations shall be accomplished by licensed contractors 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. Work shall be completed no later than November 28, 2014. Full execution of this LA #1 constitutes a notice to proceed for the alterations. All work shall be subject to all terms and conditions of this Lease. Any modifications and/or changes shall be agreed to by a subsequent Lease Amendment and be approved by the Lease Contracting Officer.
2. Upon satisfactory completion of the security alterations work inspection and acceptance by the Government as described in this LA #1, the Government shall pay the Lessor a lump-sum payment of \$123,787.73. Payment of the lump-sum item

(See Page 2 and Exhibits A, B, C, D, E, F & G, attached hereto and made a part hereof.)

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: [REDACTED]
 Name: [REDACTED] *Drury*
 Title: *PRESIDENT*
 Entity Name: **Drury Land Development, Inc.**
 Date: *10/14/14*

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: **Michael Eison**
 Title: **Lease Contracting Officer**
GSA, Public Buildings Service,
 Date: *10/16/14*

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: *manager*
 Date: *10/14/14*

shall become due thirty (30) days after completion of work, acceptance by the Government, and receipt of invoice from the Lessor. 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 # PS0029990 noted at top of invoice.
- Lease contract number (GS-06P-LMO11045), Lease Amendment Number (LA 1), 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.

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, Lease Contracting Officer
East Leasing Services Branch (6PRE)
Real Estate Acquisition Division
1500 East Bannister Road
Kansas City, MO 64131-3088
Fax 816-926-1140

3. Upon termination of the Lease and in the event the Government elects not to remove the alterations, additions and fixtures installed pursuant to this agreement, the Lessor may not require the Government to restore premises to condition provided for in original plans and specifications. However, in the event said alterations, additions and fixtures are removed by the Government, the Government agrees to restore the premises to condition provided for in original plans and specifications at commencement of its occupancy minus elements or circumstances over which the Government has no control, or pay in lieu thereof the difference between the fair market value of the property in its unrestored condition and its value in a restored condition.

INITIALS: JE & ME
LESSOR GOVT