

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 6	TO LEASE NO GS-06P-90127	DATE 1 Aug 11	PAGE 1 of 3
ADDRESS OF PREMISES <b>2143 E. Primrose St., Suite C, Springfield, MO 65804-4589</b>			

**THIS AGREEMENT**, made and entered into this date by and between **The Risdal Enterprises, LP**

whose address is 3331 E. Montclair St., Suite L  
Springfield, MO 65804-4766

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 as follows:

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

"1. The Lessor hereby leases to the Government the following described premises:

A total of 15,000 rentable square feet (RSF) of office and related space, which yields 14,208 ANSI/BOMA Office Area square feet (USF) of space at Primrose Office Park, 2143 E. Primrose Street, Suite C, Springfield, Missouri 65804-4589 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are seventy-five (75) surface parking spaces for exclusive use of Government employees and patrons. In addition, three (3) on-site reserved surface parking spaces shall be provided for Government use at no additional cost."

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

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 13, 2011 through July 12, 2021, subject to termination and renewal rights as may be hereinafter set forth."

3. The Government has agreed to waive the building shell requirement in paragraph 1.12(A)(9) for 277/480v electrical service. A corresponding annual shell rental rate reduction of \$2,850.00 is reflected in the rent table below. Additionally, the Government's physical occupancy of the space is delayed until September 6, 2011. In accordance with paragraph 11 of the Lease, the rental rate for the space has been reduced by \$1.50 per ANSI/BOMA Office Area square foot for the period from July 13, 2011 – September 5, 2011.

**(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: The Risdal Enterprises, LP**

SIGNATURE 	NAME OF SIGNER Jon M. Risdal
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ADDRESS 3331 E. Montclair St L	Springfield, MO 65804
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IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER Michele M. Risdal-Barnes
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**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION**

SIGNATURE 	NAME OF SIGNER Sheri DeMartino
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Based on the shell rental reduction and the *Adjustment for Vacant Premises*, paragraph 3 of the Lease is amended as follows:

"3. The Government shall pay the Lessor annual rent, payable monthly in arrears, as follows:

Period	Shell (Annual)	Operating (Annual)	Tenant Improvement (Annual)	Annual Rent	Annual Rate per USF
7/13/11 - 9/5/11	\$ 234,098.78	\$ 43,788.00	\$ 126,351.22	\$ 404,238.00	\$ 28.451436
9/6/11 - 7/12/16	\$ 234,098.78	\$ 65,100.00	\$ 126,351.22	\$ 425,550.00	\$ 29.951436
7/13/16 - 7/12/21	\$ 234,098.78	\$ 65,100.00	\$ 0.00	\$ 299,198.78	\$ 21.058473

Operating rent specified in the table is exclusive of annual adjustments to which the Lessor may be entitled under the terms of this Lease.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

THE RISDAL ENTERPRISES, LP  
3331 E. MONTCLAIR STREET, SUITE L  
SPRINGFIELD, MO 65804-4766"

4. Paragraph 4 of the Lease is amended as follows:

"4. The Government may terminate this lease in whole or in part at any time after July 12, 2016, by giving at least 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."

5. Paragraph 5 of the Lease is amended as follows:

"5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 9MO2206, dated January 5, 2010.

B. Seventy-five (75) on-site surface parking spaces and three (3) on-site reserved surface parking spaces.

C. Build out in accordance with standards set forth in SFO 9MO2206, the Government's design intent drawings, and approved construction drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed within the scheduled timeframes stated in SFO 9MO2206. Lease term will commence on date of occupancy. The Lessor hereby waives restoration.

D. Deviations to the approved design intent and construction drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer."

6. In accordance with paragraph 9 of the Lease and SFO paragraph 4.2, entitled *Tax Adjustment*, the base year for tax adjustment purposes is established as 2012, the first full tax year following the commencement of the lease term.

7. In accordance with paragraph 10 of the Lease and SFO paragraph 4.3, entitled *Operating Costs*, the base year for operating cost adjustments is established as July 13, 2011.

8. Paragraph 13 of the Lease is amended as follows:

"13. The Overtime Usage rate specified in paragraph 12 shall not apply to any portion of the Premises that is required to have 24 hour HVAC as specified by the Lease. Charges for heating and cooling these areas during normal operating hours have been included in the operating rent. Overtime heating and cooling of these areas will be provided at an annual rate of \$3,095.00. The Lessor must submit a proper invoice bi-annually to the GSA Building Manager or designee located at 1500 E. Bannister Rd, Bldg 50, Kansas City, MO 64131, to receive payment."

INITIALS: JK & SD  
Lessor Government

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9. Paragraph 15 of the Lease is amended as follows:

"15. In accordance with Paragraph 2.6 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission ("Commission"). The total amount of the Commission is [REDACTED] (\$425,550.00 Annual Rent x 5 years firm term x [REDACTED] Commission Rate). This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.6, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: First month payment of \$33,686.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Month 2: Second month payment of \$33,686.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

10. SFO paragraph 10.15(A) is amended to indicate that reserved parking spaces will be marked as "Parking by Permit Only."

11. The agency has accepted ceramic tile in the reception area, in lieu of carpet tiles as referenced on page 4 of the agency Special Requirements.

12. The agency has accepted light fixtures with acrylic lenses in the following rooms: DCR (Room 124); Storage Rooms 151 and 157; and the Visitor Restroom (Room 113).

13. The agency has accepted modular tile entrance matting with a lifetime warranty at the public and employee entrances, in lieu of commercial grade rubber mats as referenced on pages 4 and 19 of the agency Special Requirements.

14. The agency desired one transaction window in the reception area, in lieu of two as referenced on page 5 of the agency Special Requirements.

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

INITIALS:  & SD  
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