GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1	
LEASE AMENDMENT	TO LEASE NO. GS-06P-01037	
ADDRESS OF PREMISES 601 Business 70 West Columbia, Missouri 65203-2585	PDN Number: N/A	

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 is amended to correct the Lessor's suite number from "215" to "207".
- 2. Page 1 of GSA Form L201C is 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 December 21, 2013. No rent for suite 240 shall be paid beyond December 21, 2013 for suite 240. The effective date of the termination 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 3 pages along with Attachments A (Revised), G, H, I and J.

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 LESS	FOR THE GOVERNMENT:
Signature: Name: Title: Entity Name: Date: Signature: 1. Lister Duringm Signature: 1. Lister Duringm 1. Lister Duringm	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date: 4/23/2013
WITNESSED F	
Signature: Name: Title: Date: Date:	

3. Paragraph 1.01, The Premises, of the Lease is 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 December 22, 2013 the space will be reduced to 53,139.20 rentable square feet, yielding 46,208 ABOA square feet with the termination of suite 240.

4. Paragraph 1.03.A. Rent and Other Consideration (Aug 2011) is 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 - December 21, 2013	
	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, December 22, 2013 ~ December 31, 2013	
	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, JANUARY 1, 2014 – JULY 31, 2018	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$519,840.00	\$9.78260870
TENANT IMPROVEMENT	\$120,759.62	\$2.27251483
OPERATING COSTS	\$ 127,072.00	\$2.39130435
TOTAL ANNUAL RENT	\$767,671.62	\$14.44642788

	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 of \$462,080 is amortized at a rate of 8 percent per annum over 55 months. Rates may be rounded.

Exhibit I breaks down the rent listed above per agency.

Rent for Lesser periods shall be prorated.

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Lease Amendment Form 07/12

- 5. The new Additional Entrance/Exit to Rural Development's space is a shell item.
- 6. 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 December 21, 2013. No rent for suite 240 shall be paid beyond December 21, 2013 for suite 240. The effective date of the termination 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."

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

"The Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 24.17 percent. Effective on December 22, 2013 the percentage of Government occupancy will be reduced to 21.48 percent."

- 8. Exhibit G attached lists the existing HVAC units that are scheduled to be replaced by the Lessor along with the new replacement units. This list in no way relieves the Lessor's obligation to replace existing Units 18 years or older should the list not be complete or correct. Nor does the replacement of the units relieve the lessor's obligation to ensure space temperatures conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction.
- 9. Exhibit H attached lists the shell construction schedule for the majority of shell items that shall completed in 2013 on the dates listed in Exhibit H.
- 10. The wall between suite 240 and suite 235 shall be slab-to-slab and is a shell item.
- 11. Exhibit I attached lists the square footage assignments and rent for each agency.
- 12. The shell and operating rent are beginning effective August 1, 2013. The Lessor and the Government recognize there are shell items which have not yet been completed. All shell items listed in Exhibit H shall be completed in accordance with the schedule or sooner. Shell items that are not part of the attached construction schedule shall be completed in calendar year 2013 or sooner.
- 13. The actual tenant improvement cost for the Government agencies have not yet been determined. Upon that final determination of tenant improvement cost another lease amendment will be completed and tenant improvement rent will be re-calculated.
- 14. It is the intent for the Lessor to have tenant improvement work completed by December 31, 2013. However, the tenant improvements shall be completed <u>no</u> later than January 31, 2014. The rent for tenant improvements will <u>not</u> begin until tenant improvements have been completed.

If the completion of the tenant improvement work is delayed until January 31, 2014, then the tenant improvement rent listed in the table above will begin February 1, 2014 and end July 31, 2018. The tenant improvement rent would then be adjusted and re-calculated as follows: \$462,080 amortized at a rate of 8 percent per annum over 54 months = \$122,612.49 annually or a rate of \$2.30738314 per rentable square foot. Rent for a lesser period would be pro-rated.

- 15. Exhibit J attached lists the agency square feet calculations and assignments.
- 16. Interior existing door hardware (for doors that are not being replaced or not new) shall be replaced with handicap accessible lever knobs with same functionality and is a shell item.

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