

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-01044
ADDRESS OF PREMISES Newstead Facility 645 S. Newstead St. Louis, MO 63110-1116	PDN Number: PS0025536

THIS AMENDMENT is made and entered into between **Diversified Development & Construction, L.L.C.**

whose address is: 75 West Meath Ring
St. Charles, MO 63304-0595

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, upon execution by the Government as follows:

1. Paragraph 1 of the Lease shall be deleted and replaced with the following:

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

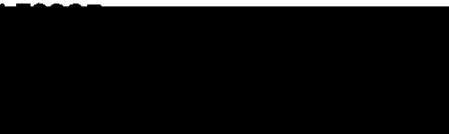
42,807.84 rentable square feet, which yields 29,865.97 ABOA square feet of existing space at the Newstead Facility located at 645 S. Newstead, St. Louis, MO 63110-1116 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are forty-five (45) surface parking spaces for the exclusive use of the Government."

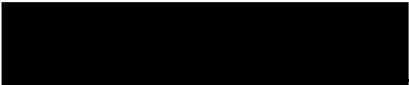
Continued on page 2

This Lease Amendment contains 4 pages, plus Exhibit A (4 pages) and Exhibit B (45 pages)


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: 
 Name: _____
 Title: Managing Director
 Entity Name: Diversified Development & Construction, L.L.C.
 Date: 2/20/13

FOR THE GOVERNMENT:
 Signature: 
 Name: Valerie H. Waldmeier
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 3-13-13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Coleen Olson
 Title: Secretary
 Date: 2-20-13

2. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

“3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Effective on the day the space is accepted by the government rent shall follow for 42,807.84 rentable square feet, 29,865.97 ABOA square feet:

Dates	Shell	Base Cost of Services	Amortized Tenant Improvement Allowance	Amortized Building Specific Security	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
Years 1-10	\$952,046.36	\$589,417.60	\$149,589.90	\$2,529.69	\$39.5624622	\$1,693,583.55	\$141,131.96
Years 11-20	\$1,123,277.72	\$589,417.60	\$0.00	\$0.00	\$40.0089171	\$1,712,695.32	\$142,724.61

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Diversified Development & Construction, L.L.C.
 75 West Meath Ring
 St. Charles, MO 63304-0595”

3. Paragraph 8 of the Lease shall be deleted in its entirety and replaced with the following:

“8. Rent includes a Tenant Improvement Allowance of \$1,110,243.54 to be amortized through the rent for the ten (10) year term at the rate of 6.25%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.”

4. The total cost for the Tenant improvements is \$11,002,622.86 as outlined in Exhibit A, Tenant Improvement Cost Summary dated September 28, 2012 (4 pages). Of the \$11,002,622.86 only \$1,110,243.54 has been amortized into the rent at 6.25% for 120 months. The Government hereby orders the balance of \$9,892,379.32.

Due to the extent of the improvements required, the Lessor shall have the option to request payments based upon completion of 25%, 50%, 75% and 100%. Upon completion, inspection, and acceptance of each phase, the Government shall reimburse the Lessor in a lump sum payment based upon the percentage of completion. In no event shall the total reimbursement exceed a total amount of \$9,892,379.32 unless additional changes are authorized by the Government. Each phased payment requires receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

INITIALS: Lee LESSOR & W GOVT

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA CONTRACTING OFFICER – VALERIE WALDMEIER
1500 E. Bannister Road
Kansas City, MO 64131

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # **PS0025536**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

5. This Lease Amendment No. 1 acknowledges the official Notice to Proceed date as December 4, 2012 per separate letter from GSA to Lessor.

6. Paragraph 10 of the Lease shall be deleted in its entirety and replaced with the following:

"10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.433331650 (42,807.84 RSF / 29,865.97 ABOA sf)."

7. Paragraph 11 of the Lease shall be deleted in its entirety and replaced with the following:

"11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Percentage of Government Occupancy is established as 69.713932% (42,807.84 RSF / 61,405 Building SF).


8. Paragraph 12 of the Lease shall be deleted in its entirety and replaced with the following:

"12. In accordance with SFO paragraph 4.3, *Operating Costs*, the Escalation Base is established as \$589,417.60/Annum (\$19.73542463 ABOA sf - \$13.768917/RSF)."

9. Paragraph 18 of the Lease shall be deleted in its entirety and replaced with the following:

"18. In accordance with Paragraph 2.4 (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 of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. 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 2.5, 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:

Notwithstanding Paragraph 3 of this Lease, the shell rental portion of the annual rental payments (\$952,046.36 / 12 months = \$79,337.20 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue throughout the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

INITIALS:  LESSOR

&

 GOVT

- Month 1: First full month payment of \$141,131.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Month 2: Second full month payment of \$141,131.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Month 3: Third full month payment of \$141,131.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
- Month 4: Fourth full month payment of \$141,131.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent
- Month 5: Fifth full month payment of \$141,131.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent"

10. The Government and the Lessor acknowledge the Program of Requirements attached to the Lease (692 pages) has been revised. Revisions to the Program of Requirements are listed in Exhibit B (45 pages) and are hereby incorporated as part of this Lease.

11. Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

All other terms and conditions remain in full force and effect.

INITIALS:  LESSOR &  GOV'T