

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-01044
<b>LEASE AMENDMENT</b>	
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 to memorialize the commencement and expiration dates of the Lease and confirm the terms of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 16, 2013 as follows:

1. Paragraph 1 of the Lease is deleted in its entirety and replaced with the following:

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

A total of 42,807.84 rentable square feet (RSF) of existing office and related space, which yields 29,865.97 ANSI/BOMA Office Area (ABOA) square feet of space 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) onsite, surface parking spaces for the exclusive use of the Government."


*Continued on page 2*

This Lease Amendment contains 4 pages plus Exhibit A which includes 47 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.

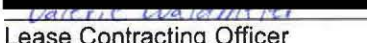
**FOR THE LESSOR:**

Diversified Development & Construction, L.L.C.

Signature:   
Name: Kurt Blawie  
Title: Managing Director  
Entity Name: Diversified Development & Construction, L.L.C.  
Date: 9/23/13

**FOR THE GOVERNMENT:**



Signature:   
Name: Carol Waldman  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 9-30-13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Colleen Olson  
Title: Secretary  
Date: 9/23/13

2. Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 16, 2013 and continuing through August 16, 2033 unless earlier terminated by the Government as described in Paragraph 4 of the lease."

3. Paragraph 3 of the Lease is 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
Aug 16, 2013 - Aug 15, 2023	\$952,046.36	\$597,006.40	\$149,589.90	\$2,529.69	\$39.7397381	\$1,701,172.35	\$141,764.36
Aug 16, 2023 - Aug 15, 2033	\$1,123,277.72	\$598,132.00	\$0.00	\$0.00	\$40.2124872	\$1,721,409.72	\$143,450.81

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"

4. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this Lease in whole or in part at any time after August 15, 2023 by giving at least one-hundred twenty (120) 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 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:

Month 1: First full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

INITIALS:  LESSOR &  GOVT



- Month 2: Second full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Month 3: Third full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
- Month 4: Fourth full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent
- Month 5: Fifth full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent"

6. The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:

Change Order #04 (dated 4/22/2013) – Delete [REDACTED] : [REDACTED]

Change Order #05 (dated 4/08/2013) – ADD [REDACTED] : [REDACTED]

Change Order #06 (dated 4/15/2013) – [REDACTED] : [REDACTED]

Change Order #07 (dated 4/16/2013) – [REDACTED] : [REDACTED]

Change Order #08 (dated 4/23/2013) – [REDACTED] : [REDACTED]

Change Order #09 (dated 4/22/013) – [REDACTED] : [REDACTED]

Change Order #10 (dated 5/06/2013) – [REDACTED] : [REDACTED]

Change Order #11 (dated 5/15/2013) – [REDACTED] – provide and install [REDACTED] The Government has agreed to pay one-half (1/2) the total cost of the work (total cost of [REDACTED] 2): [REDACTED]

**TOTAL ADD FOR ALL CHANGES LISTED ABOVE AND IN EXHIBIT A ATTACHED: \$127,622.29**

7. The changes described above and in the attached Exhibit A (47 pages) pursuant to this Lease Amendment shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes. The total cost for the above work is **\$127,622.29**. All changes performed under this contract shall not exceed **\$127,622.29**.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$127,622.29** upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. The Lessor hereby waives restoration as a result of all improvements.

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.

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](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

INITIALS:  LESSOR &  GOVT

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

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

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

*End of Lease Amendment No. 3*

INITIALS:

  
LESSOR

&

  
GOVT