

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-11101
ADDRESS OF PREMISES: The Hammons Tower 901 E. St. Louis Street Springfield, MO 65806-2561	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **JQH Springfield Tower, LLC**

whose address is: 300 John Q. Hammons Pkwy., Suite 900
Springfield, MO 65806-2550

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease issued to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement and building-specific security costs, and establish the final commission amount and credit.

1. The date of substantial completion and acceptance of Tenant Improvements is June 1, 2013. In accordance with Lease Amendment #1, the lease term and rental payments (excluding amortized TI and Security) commenced January 1, 2013 and continues for a period of 10 Years, 5 Years Firm through December 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

The Government may terminate this lease at any time on or after December 31, 2017 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.

CONTINUED ON PAGE 2 ATTACHED HERETO

This Lease Amendment contains 2 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:

FOR THE

Signature: _____
Name: _____
Title: _____
Entity Name: JQH Springfield Tower, LLC
Date: 5-24-13

Signature: _____
Name: _____
Title: _____
GSA, Public Building Service, et al.
Date: 5/20/13

WITNESSED FOR LESSOR BY:

Signature: _____
Name: MARK HARRELL
Title: _____
Date: 5-24-13

2. Section 1.03.A. of the lease is replaced with the following:

"1.03 A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (1/1/13 – 5/30/13)	FIRM TERM (6/1/13 – 12/31/17)	NON FIRM TERM (1/1/18 – 12/31/22)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$216,421.50	\$216,421.50	\$243,474.19
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$32,536.33	\$ 0.00
OPERATING COSTS ³	\$ 88,477.25	\$88,477.25	\$ 88,477.25
BUILDING SPECIFIC SECURITY ⁴	\$ 0.00	\$14,604.40	\$ 0.00
PARKING	\$ 0.00	\$0.00	\$ 0.00
TOTAL ANNUAL RENT	\$304,898.75	\$352,039.48	\$331,951.44

¹Shell rent (Firm Term) calculation: \$13.38 per RSF multiplied by 16,175 RSF

²The Tenant Improvement Allowance of \$130,095.00 is amortized at a rate of 6 percent per annum over 55 months.

³Operating Costs rent calculation: \$5.47 per RSF multiplied by 16,175 RSF

⁴Building Specific Security Costs of \$58,395.00 are amortized at a rate of 6 percent per annum over 55 months"

3. The total cost of the Tenant Improvements including all approved project change orders and building specific security is \$188,490.00. The \$130,095.00 of TI is amortized in the rent at the rate of 6.0% over the remaining firm term (55 months) of the lease; separately, \$58,395.00 for building specific security will also be amortized in the rent over the remaining firm term (55 months) at 6.0% interest.

4. Section 1.04 of the lease is replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **STUDLEY, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **STUDLEY, INC.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$25,408.23** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*

Month 2 Rental Payment **\$25,408.23** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.

As of the effective date of this Lease Amendment, June 1, 2013, the Broker Commission Credits and Payments have been made in accordance with the terms outlined above.

5. All other terms and conditions of the lease shall remain in force and effect.

INITIALS:  & 
LESSOR & GOVT