

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No.	3
	TO LEASE NO.	GS-06P-LMO41007
LEASE AMENDMENT	PDN Number:	PS0032883
ADDRESS OF PREMISES 14200 MERRITT ROAD, GRANDVIEW, MO 64030		

THIS AGREEMENT, made and entered into this date by and between **ET NOAA BUILDING, LLC**
whose address is: 8027 Forsyth Boulevard
St. Louis, Missouri 63105

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 establish initial occupancy and incorporate various Changes into the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 2015, as follows:

- A. The Government hereby accepts the space as substantially complete, subject to the completion of the Punch List by December 15, 2015.
- B. In accordance with paragraph 7.01, SECURITY STANDARDS, Lease Exhibit F, Security Requirements – [REDACTED] is attached and incorporated into the Lease. As a result, paragraph 1.10, DOCUMENTS INCORPORATED IN THE LEASE, is hereby deleted and replaced with the following:

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
PLANS, ELEVATIONS AND RENDERINGS	10	A
AGENCY SPECIAL REQUIREMENTS	121	B
GSA FORM 3517B GENERAL CLAUSES	47	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D
LESSOR'S LETTER OF CLARIFICATION	1	E
SECURITY REQUIREMENTS – [REDACTED]	6	F

- continued on page 2 -

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:
[REDACTED]
Signature: _____
Name: _____
Title: _____
Entity Name: ET NOAA Building, LLC
Date: 12/16/15

FOR THE GOVERNMENT:
[REDACTED]
Signature: _____
Name: S. Dennis Clemons
Title: Lease Contracting Officer
GSA, Public Buildings Service, West Leasing Services Branch
Date: 1/4/16

WITNESSED FOR THE LESSOR BY:
[REDACTED]
Signature: _____
Name: _____
Title: A. Horney
Date: 12/14/15

C. As a result of the Government’s election to upgrade the lighting from fluorescent to LED fixtures, energy conservation rebates provided to the Lessor in the amount of [REDACTED] will be recaptured by reduction of that amount from the first month’s rent. In the event that the utility provider remunerates the Government directly, whether through the Government-paid utilities bill or by other method, the Lessor shall be deemed to have satisfied the above requirement. No reconciliation of the rebate amount shall be required.

D. Paragraph 6.30, TRASH DUMPSTER SERVICE, of the Lease is hereby deleted and replaced with the following:

Lessor must provide trash dumpster service for the Space a minimum of three times per month. Lessor must provide an outdoor area for (1) 40 cubic yard dumpster, conveniently located near the Government’s loading area for the trash at no additional charge to the Government.

E. The parties agree that, as a result of design and construction work required by the Government beyond that contemplated by Exhibit B – Agency Special Requirements of the Lease, the Government’s Operating Costs requirements exceed those established in the Lease. As a result, paragraph 1.17, OPERATING COST BASE, is hereby deleted and replaced with the following:

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor’s base rate for operating costs shall be \$222,865.40 per annum.

F. As a result of paragraphs D., and E. above, paragraph 1.06 A. of the Lease is hereby amended as follows:

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


	YEARS 1-5	YEARS 6-10	YEARS 11-15	YEARS 16-20
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$1,065,000.00	\$1,140,000.00	\$1,290,000.00	\$1,370,000.00
TENANT IMPROVEMENTS RENT ¹	1,184,980.00	1,184,980.00	1,184,980.00	0.00
OPERATING COSTS	222,865.40	222,865.40	222,865.40	222,865.40
BUILDING SPECIFIC AMORTIZED CAPITAL ²	6,852.00	6,852.00	6,852.00	0.00
TOTAL ANNUAL RENT	\$2,479,697.40	\$2,554,697.40	\$2,704,697.40	\$1,592,865.40

¹ The Tenant Improvements of \$13,350,000.00 are amortized at a rate of 4 percent per annum over 15 years.

² Building Specific Amortized Capital (BSAC) of \$77,200 are amortized at a rate of 4 percent per annum over 15 years

G. The Lessor hereby waives restoration as a result of all improvements for the term of the Lease.

- end -

INITIALS:  & 
 LESSOR & GOVT