

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-90085
LEASE AMENDMENT	PDN Number:: N/A
ADDRESS OF PREMISES: Millennium Building 43 Pralrie Dell Plaza Union, MO 63084-4341	

THIS AMENDMENT is made and entered into between Unnerstall Land & Cattle Co., L.C.

whose address is: 18 West Second Street
Washington, MO 63090-2531

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, effective as follows:

This Lease Amendment No.3 establishes the substantial completion date, documents monthly rent based on final tenant improvement costs and approved change orders, and establishes the final commission amount and credit.

1. The date of substantial completion and acceptance of Tenant Improvements (TI) is December 12, 2012. The commencement date of the rental shall be December 12, 2012, and shall expire on December 11, 2027, subject to termination rights as may be hereinafter set forth.


The Government may terminate this Lease at any time on or after December 11, 2022, 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 pages 2 and 3)


This Lease Amendment contains (3) 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: Kurt J. [Redacted]
Title: President
Entity Name: Unnerstall Land & Cattle Co., L.C.
Date: 1/11/13

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: [Redacted]
GSA, Public Buildings Service, Real Estate Acquisition Division
Date: 1/11/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: [Redacted]
Title: Office Assistant
Date: 1/11/13

KJM

2. Paragraph 3 of the Lease is hereby amended to state:

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

Dates	Shell	Base Cost of Services	Amortized Tenant Improvement Allowance	Amortized Building Specific Security	Rate per RSF	Annual Rent	Monthly Rent Payable in Arrears
12/12/12 – 12/11/22	\$108,162.67	\$36,511.01	\$38,323.80	\$885.67	\$25.5393284	\$183,883.15	\$15,323.60
12/12/22 – 12/11/27	\$108,162.67	\$36,511.01	\$0.00	\$0.00	\$20.0935667	\$144,673.68	\$12,056.14

Effective on the Lease Commencement Date (12/12/12), rent shall follow for 7,200 RSF, 6,890 ANSI/BOMA."

3. The total cost of the TIs including all approved project change orders and building specific security is \$370,596.32. The Lessor and the Government agree that a lump-sum payment for a portion of the total TI cost and approved project change orders shall be made in the amount of \$82,836.32. The remaining balance of \$281,260.00 of TI is amortized in the rent at the rate of 6.5% over the first 10 years of the lease; separately, \$6,500 for building specific security will also be amortized in the rent over the initial 10-year term at 6.5% interest.

Payment of the lump-sum of \$82,836.32 shall be made within thirty (30) days after completion of the work, acceptance by the Government, and receipt of invoice from the Lessor. Payment is contingent upon receipt of a proper invoice which shall include as follows:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- Invoice Date.
- GSA PDN # PDN # PS0024788 noted at top of invoice.
- Lease contract number (GS-06P-99085), Lease Amendments #1 and #2, and address of leased premises.
- Description, price and quantity of property and services actually delivered or rendered.
- "Remit to" address.
- Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.

The original invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
 FTS and PBS Payment Division
 P.O. Box 17181
 Fort Worth, TX 76102

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

General Services Administration
 Attn: Michael Elson, Leasing Specialist
 East Leasing Branch (6PRE)
 Real Estate Acquisition Division
 1500 East Bannister Road
 Kansas City, MO 64131
 Fax 816-926-1140

INITIALS: RM & SK
 LESSOR GOVT

4. In accordance with Paragraph 2.5 *Broker Commission and Commission Credit*, Studley, Inc. ("Broker") 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] of the Commission, will be payable to Studley, Inc. with the remaining [REDACTED] which is the "Commission Credit", shall 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1:	\$15,323.60 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted First Month's Rent.
Month 2:	\$15,323.60 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted Second Month's Rent.
Month 3:	\$15,323.60 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted Third Month's Rent.
Month 4:	\$15,323.60 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted Fourth Month's Rent.
Month 5:	\$15,323.60 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted Fifth Month's Rent.
Month 6:	\$15,323.60 minus prorated Commission Credit of [REDACTED]	equals [REDACTED]	adjusted Sixth Month's Rent.

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

INITIALS:

KRM
LESSOR

&

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