

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-06P-LIA31048
ADDRESS OF PREMISES: 600 4 <sup>TH</sup> STREET SIOUX CITY, IOWA 51101-1750	PDN Number: <u>PS0035058</u>

THIS AMENDMENT is made and entered into between 4<sup>TH</sup> STREET CENTRE, LLC

whose address is: 600 4<sup>TH</sup> STREET, 3<sup>rd</sup> Floor  
SIOUX CITY, IOWA 51101-1750

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 Beneficial Occupancy, restate the full service rent, restate the commission and commission paragraph and establish a termination date.

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, May 1, 2016, as follows:

- 1) Establish the Lease Commencement Date;
- 2) Restate the Annual Rent;
- 3) Restate the Broker Commission and Commission Credit;
- 4) Establish Termination Rights;
- 5) Restate the Tenant Improvement Allowance; and
- 6) Provide Notice to Proceed for Change Orders and lump sum payment

1) Page 1 of the Lease is hereby amended with the following:

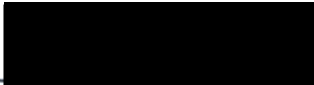
TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2016, and continuing thru April 30, 2026, 10 years, with a firm term of five (5) years subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

This Lease Amendment contains 4 pages.

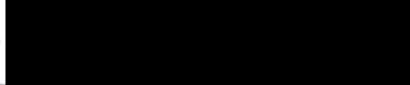
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

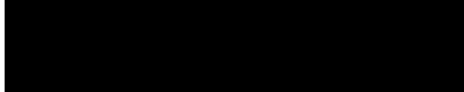
FOR THE LESSOR:

Signature:   
Name: Dennis Johnson  
Title: Managing Member  
Entity Name: 4<sup>th</sup> Street Centre, LLC  
Date: 05-23-16

FOR THE GOVERNMENT:

Signature:   
Name: Patrick G. Walsh  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 5/24/16

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Mary L. Stock  
Title: Building Office Manager  
Date: 05-23-16

2) Subparagraph A of Section 1.03 is hereby restated with the following:

### 1.03 RENT AND OTHER CONSIDERATION

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

	Firm Term			NON-FIRM TERM
	Months 1-9	Months 10-12	YRS. 2-5	
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$185,595.12	\$69,235.02	\$185,595.12	\$115,793.54
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$100,853.22	\$100,853.22	\$100,853.22	\$0.00
OPERATING COSTS <sup>3</sup>	\$76,858.10	\$0.00	\$76,858.10	\$76,858.10
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$12,532.76	\$12,532.76	\$12,532.76	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$375,839.20</b>	<b>\$182,621.00</b>	<b>\$375,839.20</b>	<b>\$192,651.64</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$12.919054 per RSF multiplied by 14,366 RSF

(Non-Firm Term) \$8.060249 per RSF multiplied by 14,366 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$434,724.10 is amortized at a rate of 6.00% per annum over five (5) years.

<sup>3</sup>Operating Costs rent calculation: \$5.350000 per RSF multiplied by 14,366 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$54,022.00 are amortized at a rate of 6.00% per annum over five (5) years.

<sup>5</sup>Parking costs described under sub-paragraph H below

<sup>6</sup>The proposal includes free rent for months 10, 11, and 12. The free rent shall include shell rent less the amortized cost of capital for the shell improvements to the space (\$298,435.05 amortized at a rate 6.00% per annum over 5 years). The free rent shall also include operating expenses. See the rent schedule.

3) Section 1.04 of is hereby restated with the following:

### 1.04 BROKER COMMISSION AND COMMISSION CREDIT

CBRE, 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

4) Section 1.05 of the lease is hereby deleted and replaced with the following:

### 1.05 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, at any time effective after April 30, 2021, by providing not less than ninety (90) calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rent shall accrue after the effective date of termination.

5) Section 1.08 of the lease is hereby deleted and replaced with the following:

### 1.08 TENANT IMPROVEMENT ALLOWANCE

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$434,724.10. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of six (6%) percent.

INITIALS:

DT

LESSOR

&

PM

GOV'T

6) Paragraph 1.15 of the Lease is deleted in its entirety and replaced with:

**1.15 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.35 per RSF (\$76,858.10/annum). The Base Cost of Services is May 2016.

7) Notice to Proceed for Change Orders:

The Government has reviewed the following change orders and have found the costs fair and reasonable.

C.O #	Date Authorized	Description	Amount
CO 2	LA 3	CR 4 - Move furniture for carpet tile install	
		CR 6 - Quad outlets in Room 617	
		CR 9 - Insulate steel deck and beams	
		CR 10 - Fire resistant plywood in Ph 3	
		CR 12 - Ballistic door and Cypher lock	
		CR 13 - Reception counter and mail slot	
		Sub-total	
		Minus USAO remaining TIA available	
		Total Lump Sum Cost	\$ 18,826.59

This amount is not to exceed **\$18,826.59** and will be paid via a one-time lump-sum payment by The Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an acceptable invoice from the Lessor.

A properly executed original invoice shall be forwarded to:

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

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

General Services Administration  
 Attn: Patrick Walsh  
 2300 Main St., (6P1RE)  
 Kansas City, MO 64108  
 Phone: (816) 823-4981  
[patrick.walsh@gsa.gov](mailto:patrick.walsh@gsa.gov)

INITIALS:

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For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN) PS0036058
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.

INITIALS: DS & Pm  
LESSOR GOV'T