

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
ADDRESS OF PREMISES 9040 Harrison Street Davenport, IA 52806	TO LEASE NO. GS-06P-LIA41047 PDN Number: PS0036786

THIS AMENDMENT is made and entered into between DVN Associates, LLC

whose address is: 7939 Floyd, Suite 200
Overland Park, KS 66204

Mailing address: 101 W. 2nd St., Suite 300
Davenport, IA 52801-1814

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, reconcile the commission and commission paragraph and provide invoicing instructions for the lump sum build-out costs.

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, upon execution by the Government, as follows:

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

TO HAVE AND TO HOLD the said Premises with its appurtenances for the term beginning on July 1, 2017, and continuing through June 30, 2037, firm, subject to renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

2. Paragraph 1.03 A of the Lease is deleted in its entirety and replaced with the following:

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

This Lease Amendment contains 2 pages and 1 attachment.

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: [Redacted]
Name: MICHAEL A. KASHMAN
Title: MANAGER
Entity Name: DVN Associates, LLC
Date: 7/18/17

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Kristin Schreiber
Title: Lease Contracting Officer
GSA, Public Buildings Service, Real Estate Acquisition Division
Date: 7/27/2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Michael L. Hoyer
Title: DIRECTOR OF ADMINISTRATION
Date: 7/18/17

LESSOR

GOVT

YEARS 1-15

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	YEARS 1-15	YEARS 16-20
STELL RENT ¹	ANNUAL RENT	ANNUAL RENT
TENANT IMPROVEMENTS RENT ¹	\$108,244.09	\$203,504.04
OPERATING COSTS ²	\$77,285.86	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ³	\$30,224.61	\$30,224.61
PARKING ⁴	\$7,167.06	\$0.00
TOTAL ANNUAL RENT	N/C	N/C
	\$310,892.01	\$233,788.65

¹Stell rent calculation.

(YRS 1-15) \$22.74 per RSF multiplied by 0.011 RSF

(YRS 16-20) \$23.04 per RSF multiplied by 0.011 RSF

²The Tenant Improvement Allowance of \$700,025 is amortized at a rate of 5.5 percent per annum over 15 years

³Operating Costs rent calculation: \$3.61 per RSF multiplied by 0.011 RSF

⁴Building Specific Amortized Capital (BSAC) of \$73,000 is amortized at a rate of 5.5 percent per annum over 16 years

⁵Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes the Tenant Improvements (TI) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

The cost for the Upper Air Inflation Building (UAIB) will be separately itemized, and provided by the Lessor at no cost to the Government. The cost for this structure will not be funded by the Amortized tenant improvement allowance, or the lump-sum payments. The separate itemized pricing for this structure shall be provided to the Government in writing prior to the building construction

3. Per paragraph 4 of Lease Amendment (LA) 1, once the Lessor has submitted an invoice per the instructions listed in the LA, the Lessor will be paid the \$846,324 agreed to in advance for the TI. In addition to the preapproved TI costs, GSA has reviewed and accepted the Change Order (CO) costs on the attached CO log totaling \$90,757.37, which would bring the total lump-sum payment due to \$737,081.37 if invoiced together.

Lump-Sum Payment:

Payment is contingent upon receipt of a proper invoice, which shall include:

- PDN # PS0036706
- Name of the Lessor as shown on the Lease and invoice date.
- Lease contract number (GS-OSP-LIA41047), building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

To invoice electronically for the lump-sum payment, please visit finance.gsa.gov. To invoice by mail, please follow the instructions below.

The original invoice is to be sent to:

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

A copy of the invoice is to be sent to patrick.walsh@gsa.gov.

INITIALS:

LESSOR

&

GOVT

Lease Amendment Form 12/12