

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-06P-01044
ADDRESS OF PREMISES Newstead Facility 645 S. Newstead St. Louis, MO 63110-1116	PDN Number: PS0025536

THIS AMENDMENT is made and entered into between **Diversified Development & Construction, L.L.C.**

whose address is: 75 West Meath Ring
St. Charles, MO 63304-0595

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, upon execution by the Government as follows:

1. Paragraph 12 of the Lease shall be deleted and replaced with the following:

"12. In accordance with SFO paragraph 4.3, *Operating Costs*, the Escalation Base is established as \$597,006.40 per Annum (\$19.9895198 per ANSI/BOMA / \$13.946193 per RSF). The Government and Lessor acknowledge the Annual Operating Costs include an annual expense of \$7,588.80 for liquid nitrogen for years 1 – 10 of the Lease term. The annual amount for liquid nitrogen shall be adjusted to \$8,714.40 for years 11 – 20 of the Lease term. This expense shall be adjusted with CPI annually along with the Annual Operating Costs.


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This Lease Amendment contains 3 pages, plus Exhibit A (17 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 GOVERNMENT:

Signature: 
 Name: _____
 Title: MANAGING MEMBER
 Entity Name: DIVERSIFIED DEVELOPMENT & CONSTRUCTION, L.L.C.
 Date: 6-15-13

Signature: 
 Name: DAVID R. WATSON
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 8-5-13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Colleen C. Olson
 Title: Corporate Secretary
 Date: 7-29-13

2. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

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

Effective on the day the space is accepted by the government rent shall follow for 42,807.84 rentable square feet, 29,865.97 ABOA square feet:

Dates	Shell	Base Cost of Services	Amortized Tenant Improvement Allowance	Amortized Building Specific Security	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
Years 1-10	\$952,046.36	\$597,006.40	\$149,589.90	\$2,529.69	\$39.7397381	\$1,701,172.35	\$141,764.36
Years 11-20	\$1,123,277.72	\$598,132.00	\$0.00	\$0.00	\$40.2124872	\$1,721,409.72	\$143,450.81

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Diversified Development & Construction, L.L.C.
 75 West Meath Ring
 St. Charles, MO 63304-0595"

3. Paragraph 18 of the Lease shall be deleted in its entirety and replaced with the following:

"18. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") 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], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

Notwithstanding Paragraph 3 of this Lease, the shell rental portion of the annual rental payments (\$952,046.36 / 12 months = \$79,337.20 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue throughout the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: First full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Month 2: Second full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Month 3: Third full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
- Month 4: Fourth full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent
- Month 5: Fifth full month payment of \$141,764.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent"

INITIALS:  LESSOR &  GOVT

4. The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:

Change Order #01 (dated 3/07/2013) – [REDACTED]

Change Order #02 (dated 3/07/2013) – LCMS Room 2052 [REDACTED]

spectroscopy Room 2063 [REDACTED]

Control Room 2063 ADD 2 – 208v [REDACTED]

Room 2053 [REDACTED]

Change Order #03 (dated 3/14/2013) – [REDACTED] - Electrical contractor to provide necessary labor, materials, tools and equipment to complete the required voice and data within the lease space: [REDACTED]

TOTAL ADD FOR ALL CHANGES LISTED ABOVE AND IN EXHIBIT A ATTACHED: \$232,800.54

5. The changes described above and in the attached Exhibit A (17 pages) pursuant to this Lease Amendment shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes. The total cost for the above work is **\$232,800.54**. All changes performed under this contract shall not exceed **\$232,800.54**.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$232,800.54** upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. The Lessor hereby waives restoration as a result of all improvements.

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0025536

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

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

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

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

General Services Administration
 Attn: GSA CONTRACTING OFFICER – VALERIE WALDMEIER
 1500 E. Bannister Road
 Kansas City, MO 64131

All other terms and conditions remain in full force and effect.

INITIALS:


 LESSOR

&


 GOVT