

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-LMO21045
ADDRESS OF PREMISES: 4349 Woodson Road St. Louis, MO 63134	PDN Number: PS0036543

THIS AGREEMENT, made and entered into this date by and between **Marvin Holdings, LLC**

whose address is: **46 Countryside Lane
St. Louis, MO 63131**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease to include Change Orders #1 and #2, and to include 24-hour HVAC for the Vault in the Operating 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, effective upon Government execution, as follows:

1.) Change Orders #1 – Security Scope change in the amount of [REDACTED] and #2 – Vault HVAC Scope change in the amount of [REDACTED] are approved and attached as "Exhibit A". Upon acceptance of the change order work by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of items delivered.

The invoice shall reference the number PS0036543 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181

This Lease Amendment contains 2 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: [REDACTED]
Name: MISHAAL TAQUL
Title: MEMBER
Entity Name: MARVIN HOLDINGS, LLC
Date: FEBRUARY 2, 2017

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Michael Elson
Title: Lease Contracting Officer
GSA, Public Buildings Service, 6P1RE
Date: 2/6/17

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Haron Monahan
Title: ASSET MANAGER
Date: FEBRUARY 2, 2017

Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Michael Elson
Two Pershing Square
2300 Main St., Kansas City, MO 64108

2.) Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2012) is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	FIRM TERM (YEAR 1)	FIRM TERM (YEARS 2-10)	FIRM TERM (YEARS 11-15)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$204,793.75	\$ 226,300.00	\$ 226,300.00
TENANT IMPROVEMENTS RENT ²	\$60,066.15	\$ 60,066.15	\$ 0.00
OPERATING COSTS	\$68,556.25	\$ 78,081.14	\$ 78,081.14
BUILDING SPECIFIC SECURITY ³	\$40,395.05	\$ 40,395.05	\$ 0.00
TOTAL ANNUAL RENT	\$373,811.20	\$ 404,842.34	\$ 304,381.14

¹Shell rent (Firm Term, Year 1) calculation: \$14.03 per RSF multiplied by 14,600 RSF.

Shell rent (Firm Term, Years 2-15) calculation: \$15.50 per RSF multiplied by 14,600 RSF.

²The Tenant Improvement Allowance of \$471,926.46 is amortized at a rate of 5 percent per annum over 10 years.

³Building Specific Amortized Capital (BSAC) of \$317,375.00 are amortized at a rate of 5 percent per annum over 10 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 12,695 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

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3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. THIS PARAGRAPH WAS INTENTIONALLY DELETED"

3.) Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) is hereby deleted in its entirety and replaced with the following:

A. Savills Studley, Inc. (f/k/a Studley, 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. Only [REDACTED] of the Commission will be payable to Savills Studley, Inc. with the remaining [REDACTED], which is the Commission Credit, to 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 month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$31,150.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*

Month 2 Rental Payment \$31,150.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4.) Section 1.15 OPERATING COST BASE (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$78,081.14/annum. The revised annual base rate for operating costs includes the cost (726 RSF * \$7.00/RSF = \$5,082.00/year) for 24-Hour HVAC for the vault, as described in Change Order No. 2 and Lease Section 1.18."

5.) All other terms and conditions of this lease shall remain in full force and effect.

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