

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-06P-LMO21045
ADDRESS OF PREMISES: 4349 Woodson Road St. Louis, MO 63134	PDN Number: N/A

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 amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 9, 2015 as follows:

This Lease Amendment #1 is issued to expand the leased Premises, extend the firm term of the lease, incorporate use the fitness center, include additional architectural costs relating to the expansion, and revise the commission and credit.

1. Section 1.01 THE PREMISES (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 14,600 rentable square feet (RSF), yielding 12,695 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor, of the Building, as depicted on the floor plan attached hereto as Exhibit A.


B. Common Area Factor: The Common Area Factor (CAF) is established as 1.15. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

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.

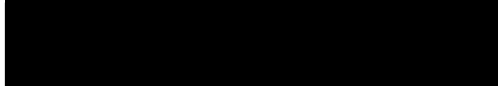
FOR THE LESSOR:

Signature: 
Name: SHASHAAL TAQI
Title: MEMBER
Entity Name: Marvin Holdings, LLC
Date: APRIL 6, 2015

FOR THE GOVERNMENT:

Signature: 
Name: Michael Elson
Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PRW
Date: April 6, 2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: SHARON MONAHAN
Title: ASSET MANAGER
Date: APRIL 6, 2015

2. LEASE TERM (GSA Form L201C – Page 1) is hereby deleted in its entirety and replaced with the following:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years Firm,

The commencement date of this Lease shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government."

3. 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	\$63,474.25	\$ 72,999.14	\$ 72,999.14
BUILDING SPECIFIC SECURITY ³	\$40,395.05	\$ 40,395.05	\$ 0.00
TOTAL ANNUAL RENT	\$368,729.20	\$ 399,760.34	\$ 299,299.14

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 \$471,928.46 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."

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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;

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"

4. 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 \$30,727.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*

Month 2 Rental Payment \$30,727.43 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."

5. Section 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (JUN 2012)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 27.37 percent. The percentage of occupancy is derived by dividing the total Government space of 14,600 RSF by the total building space of 53,350 RSF."

6. Section 1.14 REAL ESTATE TAX BASE (JUNE 2012) is hereby deleted in its entirety and replaced with the following:

"1.14 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$48,979.83. The Government occupies 27.37 percent of the building so the calculated base amount is \$13,405.78."

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7. 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 \$72,999.14/annum."

8. **ADDITIONAL ARCHITECTURAL SERVICES:** Government agrees to reimburse Lessor for additional Architectural services relating to the Premises expansion in the amount of \$8,021.25. This amount has been included in the Year 1 Shell rental amount herein.

9. **FITNESS CENTER:** Lessor shall provide use of a building common area fitness center at no cost to the Government during the Lease Term. However, initial construction of the fitness center shall be a Tenant Improvement Cost. The fitness center shall only be accessible by D1, HS CBP or other federal tenants.

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

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