

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	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: **514 Earth City Plaza Suite 141**
Earth City, MO 63045

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

WHEREAS, the parties hereto desire to supplement 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, effective upon Government execution, as follows:

- 1) To provide a Notice to Proceed; and
- 2) To establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC); and
- 3) To provide provisions for the payment of the TI and BSAC costs.

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:

Name:

Title:

Entity Name:

Date:

MISHAAL TAQULI

MEMBER

MARVIN HOLDINGS LLC

OCTOBER 18, 2016

FOR THE GOVERNMENT:

Signature:

Name:

Title:

GSA, Public Buildings Service, 6P1RE

Date:

Michael Elson

Lease Contracting Officer

10/19/16

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

SHARON MCNAHAN

ASSET MANAGER

OCTOBER 18, 2016

1.) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The lease requires completion of the construction no later than 120 working days from this Notice to Proceed.

2.) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement and BSAC bid is fair and reasonable at a total cost not to exceed \$2,966,566.02, inclusive of all management and architectural fees. Any change order resulting in an increase in cost over the approved amount shall be agreed to by a subsequent lease amendment and approved by the GSA Lease Contracting Officer prior to the modification installation.

3.) Upon completion, inspection, and acceptance of the space, the Government shall pay for a portion of the total Tenant Improvement Cost by amortizing \$471,926.47 over the firm term (10 years) at an interest rate of 5.0%. The Government shall pay for the total BSAC by amortizing \$317,375.00 over the firm term (10 years) at an interest rate of 5.0%. The remaining balance of the total costs of the Tenant Improvements and BSAC is \$2,177,264.55 (TI and BSAC total cost of \$2,966,566.02 – TI allowance of \$471,926.47 – BSAC allowance of \$317,375.00) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements. The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent.

Upon acceptance of the TI 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
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

INITIALS:

LESSOR

&

ME

GOV'T