

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-06P-11041
ADDRESS OF PREMISES 5799 BROADMOOR STREET, MISSION, KANSAS 66202-2400	PDN Number:PS0024150

THIS AMENDMENT is made and entered into between
BROADMOOR PLACE ASSOCIATES, LLC
whose address is: 700 W. 47TH ST., SUITE 200
KANSAS CITY, MO 64112-1905

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 an effective date and reconcile TIs to date.

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 June 1, 2013 as follows:

1. Paragraph 2 of the Lease is hereby deleted and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning on June 1, 2013."

2. Paragraph 3 of the Lease is hereby deleted and replaced with the following:


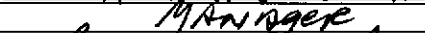
"The Government shall pay the Lessor annual rent as follows:

	RSF	ABOASF	Shell	Operating Base	Tenant Improvements	Total Annual Rent
6/1/13 - 5/31/18	12,108	10,811	\$ 162,294.10	\$ 47,445.00	\$ 19,465.34	\$ 229,204.44
6/1/18 - 5/31/23	12,108	10,811	\$ 164,445.00	\$ 47,445.00	\$ -	\$ 211,890.00


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.

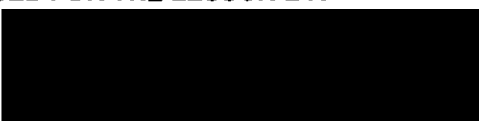

FOR THE LESSOR:

Signature: 
Name: 
Title: MANAGER
Entity Name: BROADMOOR PLACE ASSOCIATES
Date: 6/18/13

FOR THE GOVERNMENT:

Signature: 
Name: EMILY W. BRADY
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/25/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: SNVA
Date: 06/18/2013

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Broadmoor Place Associates, LLC
700 W. 47th St., Suite 200
Kansas City, MO 64112-1905"

3. Paragraph 10 of the Lease is hereby deleted.
4. The total Tenant Improvement cost is \$215,152.50. This amount includes the initial TI proposal in the amount of \$192,669.00, change order #1 in the amount of \$17,208.00, change order #2 in the amount of \$858.00, change order #3 in the amount of \$7,749.00, and change order #4 in the amount of \$(3,331.50). The Lessor has agreed to amortize \$80,000 at 8% in the rent over the initial 60 months of the lease. The additional \$135,152.50, the Government has elected to pay in a one-time lump-sum.

Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer and submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of \$135,152.50.

An **original** invoice for the lump sum total should be submitted electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process invoices electronically may mail the invoices to the following address:

GSA Office of Finance
P.O. Box 17181
Ft. Worth, TX 76105-0181

A **copy** of the invoice needs to also be sent to the Lease Contracting Officer.

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of Lessor, as shown on the lease
- Lease contract number and building address
- Description, price, and quantity of items delivered
- PDN #:PS0024150

INITIALS: KAB & emt
LESSOR GOV'T