

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-06P-LMO21011
ADDRESS OF PREMISES: 2600 Grand Boulevard Suite 200 Kansas City, MO 64108-2544	PDN Number: PS0032162

THIS AGREEMENT, made and entered into this date by and between **Crown Center Redevelopment Corporation**

whose address is: **2405 Grand Boulevard Suite 200
Kansas City, MO 64108-2544**

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 the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs, including all approved change orders, and establish the final commission amount and credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 11, 2015 as follows:

1. LEASE TERM is hereby deleted in its entirety and replaced with the following:

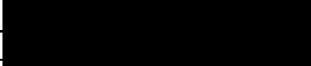
To Have and To Hold the said Premises with its appurtenances for the term beginning December 3, 2014 and continuing for a period of 10 Years, 5 Years Firm through December 2, 2024, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

This Lease Amendment contains 4 pages.

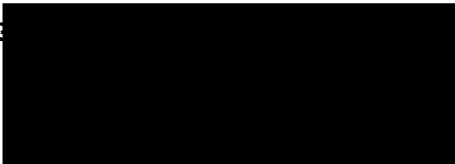
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
Name: _____
Title: President
Entity Name: Crown Center Redevelopment Corp.
Date: January 14, 2016

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PRW
Date: 1/20/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Crown Center Leasing Analyst
Date: January 14, 2016

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 12/3/14 – 10/2/15	FIRM TERM 10/3/15 – 12/2/19	NON FIRM TERM 12/3/19 – 12/2/24
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$110,449.83	\$110,449.83	\$111,801.70
TENANT IMPROVEMENTS RENT ²	\$0.00	\$89,818.95	\$0.00
OPERATING COSTS ³	\$34,089.23	\$34,089.23	\$34,089.23
BUILDING SPECIFIC AMORTIZED CAPITAL	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$144,539.06	\$234,358.01	\$145,890.93

¹Shell rent (Firm Term) calculation: \$16.1029054 per RSF multiplied by 6,859 RSF

Shell rent (Non Firm Term) calculation: \$16.30 per RSF multiplied by 6,859 RSF

²The Tenant Improvement Allowance of \$324,572.00 is amortized at a rate of 6 percent per annum over 49 months.

³Operating Costs rent calculation: \$4.97 per RSF multiplied by 6,859 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 6,124 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;

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. INTENTIONALLY DELETED"

INITIALS: SP & KEIT
LESSOR GOV'T

3. Section 1.05 TERMINATION RIGHTS (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease, December 2, 2019, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

4. Change Orders #2 through #8 in the amount of \$10,942.00 are approved.

Change Order #2 ground bars and conduit box	██████████
Change Order #3 ██████████ credit	██████████
Change Order #4 revise wall below window	██████████
Change Order #5 move water heater	██████████
Change Order #6 add power and data for projector screen	██████████
Change Order #7	
Electrical circuit change for Liebert unit in the LAN room	██████████
Two extra smoke detectors	██████████
Cover plates for the data	██████████
Cap ducts in the LAN room	██████████
Move t-stat in room 212	██████████
Install water line for the refrigerator (updated on 11-5 from Turner)	██████████
Change Order #8	
Electrical installed by Kessinger Hunter for mobile shelving -10-30-15 (est)	██████████
Two additional exit lights needed for code	██████████
Replace 16" microwave shelf with 18" shelf (est)	██████████
New ██████████ (est)	██████████
Total	\$10,942.00

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 PS0032162 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

INITIALS: SP LESSOR & Kest GOV'T

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: Katherine Swan
Two Pershing Square
2300 Main St., Kansas City, MO 64108

5. 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 \$34,089.23/annum (\$4.97/RSF). The base year remains 2014."

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

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Savills 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 \$12,044.92 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

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

INITIALS:

SP
LESSOR

&

KCS
GOV'T