

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-06P-LMO31055
Space Center Summit II 850 Summit II Loop Kansas City, MO 64136-1243	PDN Number: PS0038280

THIS AMENDMENT is made and entered into between
 Space Center Kansas City, Inc.

whose address is: 1500 W. GeoSpace Dr.
 Independence, MO 64056-1783

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 authorize a partial Notice to Proceed for Tenant Improvements.

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 as follows:

1. This Lease Amendment #2 serves as a partial Notice to Proceed (NTP) for Tenant Improvements for Lease No GS-06P-LMO31055. The Lessor agrees to provide, install and maintain specified improvements to the leased space. Work shall be in accordance with the attached TICS proposal submitted by Lessor, dated 5.9.2017, (Exhibit A), as detailed in drawings dated 2.2.2017 from Davidson Architecture & Engineering titled "Proposed new space for [REDACTED] 850 Summit II Loop Kansas City, MO." (Exhibit B). Costs of \$4,807,501.78 are hereby authorized.

The partial NTP covers the entire Scope of Work (SOW) with the exception of security and has been deemed fair and reasonable by the Government in the amount of \$4,807,501.78. The SOW is included in the original lease documents (Exhibit D – National Records Center – Expansion Special Requirement) and in drawings attached as Exhibit B.

Tenant Improvements shall be complete according to a mutually agreed-upon project schedule and Lease section 4 – **DESIGN, CONSTRUCTION AND POST AWARD ACTIVITIES**.

2. The total amount of \$4,807,501.78 will be paid by the Government as follows:

This Lease Amendment contains 2 pages, Exhibit A (1 page) & Exhibit B (8 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: Wes Cowan
 Title: Vice President
 Entity Name: Space Center Kansas City, Inc.
 Date: MAY 22, 2017

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: Kristin Schlueter
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Real Estate Acquisition Division
 Date: 5/25/2017

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: Catharine L. Hughes
 Title: Senior Property Manager
 Date: 22 May 2017

- a. \$1,637,889.39 will be applied to the Tenant Improvement Allowance, as established in Lease Amendment #1.
 - b. The remaining \$3,169,612.39 shall be paid to the lessor via lump-sum payment. Invoicing instructions are detailed below.
3. Upon completion, inspection and acceptance of the work by the Lease Contracting Officer or his/her representative and submission of proper invoice, the Government shall issue the Lessor payment for the lump-sum amount. Payment is contingent upon receipt of a proper invoice, which shall include:
- Name of the Lessor, which must appear exactly as shown in the Lease
 - Invoice date
 - GSA PDN #PS0038280 noted at the top of the invoice
 - Lease contract number (GS-06P-LMO31055), Lease Amendment #2, and address of lease premises
 - Description, price and quantity of property and services actually delivered or rendered
 - "Remit to" address
 - Name, title, phone number and mailing address of person to be notified in the event of a defective invoice
4. An original invoice for the lump-sum total should be submitted electronically on the Finance website at www.finance.gsa.gov.

If unable to process the invoice electronically, the Lessor may mail the invoice to the following address:

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

A copy of the invoice must be sent to the Lease Contracting Officer at the following address:

GSA, Real Estate Acquisition Division
Attn: Kristin Schlueter, Lease Contracting Officer
2300 Main Street, 7th Floor (6P1RE)
Kansas City, MO 64108
kristin.schlueter@gsa.gov

5. The lessor waives restoration for the alterations necessary under this Lease Amendment.

INITIALS:


LESSOR

&


GOV'T