

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-LMO51000
ADDRESS OF PREMISES  11224 Holmes Road Kansas City, MO 64131-3626	PDN Number: PS0038352 & PS0038351

**THIS AMENDMENT** is made and entered into between **KH Bottspec, LLC**

whose address is: 2600 Grand Boulevard, Suite 700  
Kansas City, MO 64108-4623

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 Notice To Proceed for construction of Tenant Improvements in excess of the Tenant Improvement Allowance (TIA) and the Building Specific Amortized Capital (BSAC), to establish the Notice To Proceed with Change Orders #1 - #4 and to provide invoicing instructions for the lump-sum build-out costs.

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 May 10, 2017, as follows:

1. Change Orders #1 through #4 are listed below:

CO Number	Description	Reference	Amount
1	SDI 1 – 3: Includes a reduction of the Lessor PM Fee of <b>(\$3,262.71)</b>	Exhibit A	[REDACTED]
2	Delay Costs: Includes a Reduction in Financing Costs of <b>(\$45,000.00)</b>	Exhibit B	
3	Scope Reduction	Exhibit C	
4	Deferred Scope of Work	Exhibit D	
<b>Total:</b>			

This Lease Amendment contains 3 pages and Exhibits A through G.

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: John DeHardt  
 Title: Manager  
 Entity Name: KH Bottspec, LLC  
 Date: 5-15-17

**FOR THE GOVERNMENT:**

Signature:   
 Name: Joseph U. Schurle  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, Real Estate Acquisition Division  
 Date: 5/18/17

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Kevin M. Curtin  
 Title: Manager  
 Date: 5-15-17

2. The total amount of Tenant Improvements is \$9,572,582.27 per the Tenant Improvements Price Proposal and BSAC Price Proposal spreadsheets. Please reference Exhibit E. This total amount also includes Change Orders #1 through #4 from Paragraph 1 above. The Tenant Improvements Price Proposal and BSAC Price Proposal spreadsheets are created from, but not limited to, Lease No. GS-06P-LMO51000, Construction Documents dated August 5, 2016, (Exhibit F) and the Permit Set Specifications dated August 8, 2016, (Exhibit G).

In accordance with Lease paragraph 1.08, *Tenant Improvement Allowance*, the amount of \$3,004,700.38 will be amortized in the rent at the rate of 4% over 180 months. In accordance with Lease paragraph 1.09, *Tenant Improvement Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. In accordance with Lease paragraph 1.11, *Building Specific Amortized Capital*, the amount of \$1,423,540.39 will be amortized in the rent at the rate of 4% over 180 months. In accordance with Lease paragraph 1.12, *Building Specific Amortized Capital Rental Adjustment*, the actual cost of the BSAC shall be reconciled and rent adjusted accordingly.

The balance of \$5,144,341.50 will be paid by lump-sum in accordance with Paragraphs 3 and 4 below.

Any changes of the Construction Documents which result in a financial change to the Lease Agreement of any type must be approved in writing by the GSA Lease Contracting Officer.

3. Lump-Sum Payment:

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 \$4,935,997.11 in a lump-sum payment.

Payment is contingent upon receipt of a proper invoice, which shall include:

- PDN # PS0038352
- Name of the Lessor as shown on the Lease and invoice date.
- Lease contract number (GS-06P-LMO51000), building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

To invoice electronically for the lump-sum payment, please visit [finance.gsa.gov](http://finance.gsa.gov). To invoice by mail, please follow the instructions below.

The original invoice is to be sent to:

GSA, FTS and PBS Payment Division (7BCP)  
 P.O. Box 17181  
 Fort Worth, Texas 76102-0181

A copy of the invoice is to be sent to [joseph.schurle@gsa.gov](mailto:joseph.schurle@gsa.gov).

4. Lump-Sum Payment:

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 \$208,344.39 in a lump-sum payment.

Payment is contingent upon receipt of a proper invoice, which shall include:

- PDN # PS0038351

INITIALS:  &   
 LESSOR & GOVT

- Name of the Lessor as shown on the Lease and invoice date.
- Lease contract number (GS-06P-LMO51000), building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

To invoice electronically for the lump-sum payment, please visit [finance.gsa.gov](http://finance.gsa.gov). To invoice by mail, please follow the instructions below.

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A copy of the invoice is to be sent to [joseph.schurle@gsa.gov](mailto:joseph.schurle@gsa.gov).

5. Tenant Improvements construction shall be substantially complete on or before November 29, 2017.
6. A detailed construction schedule shall be submitted to the Government by May 17, 2017.

INITIALS:  LESSOR &  GOV'T