

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-06P-LMO51000
LEASE AMENDMENT	
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 Change Order #4, and to provide invoicing instructions for the lump-sum build-out costs.

Exhibit A of this Lease Amendment is in addition to, and not in replacement of the Exhibits of the original Lease or Lease Amendment 1, which remain in effect, except as expressly amended here.

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 23, 2017, as follows:

- Paragraph 1 of Lease Amendment 1 is amended with the following:

CO Number	Description	Reference	Amount
4	Deferred Scope of Work	Exhibit A	\$638,989.00
		Total:	

- Paragraph 2 of Lease Amendment 1 is amended with the following:

The total amount of Tenant Improvements is \$10,211,571.27 per the Tenant Improvements Price Proposal and BSAC Price Proposal spreadsheets. Please reference Exhibit E from Lease Amendment 1. The Tenant

This Lease Amendment contains 3 pages and Exhibit A.

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: 7-5-17

FOR THE GOVERNMENT:

Signature:
 Name: Joseph J. Schurle
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Real Estate Acquisition Division
 Date: 7/6/17

WITNESSED FOR THE LESSOR BY:

Signature:
 Name: Kevin M. Curkin
 Title: SELF
 Date: 7-5-17

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-Lease Amendment 1) and the Permit Set Specifications dated August 8, 2016 (Exhibit G-Lease Amendment 1).

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 \$5,783,330.50 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. Paragraph 3 of Lease Amendment 1 is amended with the following:

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 \$5,574,986.11 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. 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.

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 &  GOV'T

