GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT

ADDRESS OF PREMISES

Prairie View Business Center
10320 NW Prairie View Road
Kansas City, MO, 64153-1301

LEASE AMENDMENT No. 2

TO LEASE NO. GS-06P-11098

PDN Number: P\$0027916

THIS AMENDMENT is made and entered into between Prairie View Business Center, LLC & Prias Prairie View, LLC

whose address is:

11415 West 87th Terrace

Overland Park, Kansas 66214-3212

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 partial Notice To Proceed for construction of Tenant Improvements in excess of the Tenant Improvement Allowance 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 February 3, 2014 as follows:

1. Paragraph 1 of Lease Amendment 1 is deleted in its entirety and replaced with the following:

The total amount of Tenant Improvements is \$2,029,612.37 per the Tenant Improvement Price Proposal spreadsheets received on December 5, 2013 and January 29, 2014. In accordance with paragraph 1.08 of the Lease, Tenant Improvements in the amount of \$1,133,338.95 will be amortized in the rent at the rate of 8.0% over 120 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.

The balance of \$896,273.42 will be paid by lump sum in accordance with Paragraph 2 below.

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		FOR THE G	OVERNMENT.
Signature Name:		Signature: Name:	
Title:	Managing Member	Title:	Lease Contracting Officer
Entity Name:	Prairie View Business Center, LLC &	GSA, Public	: Buildings Service, 6PRW
Date:	Prias Prairie View, LLC J-6-14	Date:	<u> </u>

WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:
Date:

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

2. Paragraph 2 of Lease Amendment 1 is deleted in its entirety and replaced 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 \$896,273.42 in a lump sumpayment.

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

- PDN # PS0027916
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number, Lease Amendment 2, 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 <u>finance.gsa.gov</u>. 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:

General Services Administration Attn: Joseph Schurle 1500 E. Bannister Road (6PRW) Kansas City, MO 64131

3. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.

INITIALS:

LESSOR

COVIT

Lease Amendment Form 12/12