GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4	
LEASE AMENDMENT	TO LEASE NO. GS-06P-11098	
ADDRESS OF PREMISES	PDN Number: <b>PS0027916</b>	
Prairie View Business Center		
10320 NW Prairie View Road		
Kansas City, MO, 64153-1301		

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

whose address is: 11415 West 87<sup>th</sup> 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 Notice To Proceed with Change Order #2, 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 March 13, 2014 as follows:

1. Change Order #2 is listed below:

CO Number	Description	Reference	Amount
2	Soundproofing Men's Restroom (Room #201)	Exhibit A	
· · · · · · · · · · · · · · · · · · ·		Total:	

2. Paragraph 2 of Lease Amendment 3 is deleted in its entirety and replaced with the following:

The total amount of Tenant Improvements is \$2,803,377.48 per the Tenant Improvement (TI) and Security TICS Table received on November 20, 2013. In addition to this amount is \$8,704.00 for Change Orders #1 and #2 for a total amount of Tenant Improvements of \$2,812,081.48. In accordance with paragraph 1.08 of the Lease, Tenant

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 TH		FOR THE GOVERNMENT:
Signature Name: Title:		Signature: Name: Title: Lease contracting oncer
Entity Name:	Prairie View Business Center, LLC &	GSA, Public Buildings Service, 6PRW
Date:	Prias Prairie View, LLC 3 - 11 - 14	Date: <u>3/24/14</u>

## WITNESSED FOR THE LESSOR BY:

Signature:	:	
Name:		
Title:		
Date:	3-18-14	

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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 \$1,678,742.53 will be paid by lump sum in accordance with Paragraph 3 below.

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.

3. Paragraph 3 of Lease Amendment 3 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 \$1,678,742.53 in a lump sum payment.

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 4, 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

4. 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.



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