

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-06P-11098
<b>ADDRESS OF PREMISES</b>  Prairie View Business Center 10320 NW Prairie View Road Kansas City, MO, 64153-1301	PDN Number: PS0027916

**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 substantial completion date of Tenant Improvements, to establish the Notice To Proceed with Change Orders #9 and #12, 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 August 8, 2014 as follows:

1. The LEASE TERM paragraph of the Lease is deleted in its entirety and replaced with the following:

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning on August 8, 2014 through August 7, 2029, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

This Lease Amendment contains 4 pages and the attached Exhibits A through C.

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: \_\_\_\_\_  
 Title: Managing member  
 Entity Name: Prairie View Business Center, LLC & Prias Prairie View, LLC  
 Date: 8/27/14

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: Joe  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, 6PRW  
 Date: 8/27/14

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Bookkeeper  
 Date: 8.20.14

2. Paragraph 1.03 A of the Lease is deleted in its entirety and replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

29,623 RSF 25,648 ABOA SF 7 Reserved Surface Parking Spaces	Firm Term August 8, 2014 - November 7, 2014 Annual Rent	Firm Term November 8, 2014 - August 7, 2024 Annual Rent	Non Firm Term August 8, 2024 - August 7, 2029 Annual Rent
Tenant Improvement Rent <sup>1</sup>	\$165,006.35	\$165,006.35	\$0.00
Building-Specific Security	\$0.00	\$0.00	\$0.00
Shell Rent (Inclusive of Taxes)	\$0.00	\$393,941.95	\$373,178.40
Operating Costs	\$164,814.19	\$164,814.19	\$164,814.19
Parking	\$0.00	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$329,820.54</b>	<b>\$723,762.49</b>	<b>\$537,992.59</b>

<sup>1</sup> The Tenant Improvement Allowance of \$1,133,338.95 is amortized at a rate of 8.0% (percent) per annum over ten (10) years.

\* This lease provides for three (3) months of free shell rent of which taxes are included.

3. Paragraph 1.04 A of the Lease is deleted in its entirety and replaced with the following:

A. **CBRE, INC.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is ██████████ and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only ██████████ of the Commission, will be payable **CBRE, INC.** with the remaining ██████████ which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- Months 1-3: No commission credit due to three (3) months of free shell rent of which taxes are included.
- Month 4 Rental Payment \$60,313.54 minus prorated commission credit of ██████████ equals ██████████ adjusted 4<sup>th</sup> Month's Rent.
- Month 5 Rental Payment \$60,313.54 minus prorated commission credit of ██████████ equals ██████████ adjusted 5<sup>th</sup> Month's Rent.
- Month 6 Rental Payment \$60,313.54 minus prorated commission credit of ██████████ equals ██████████ adjusted 6<sup>th</sup> Month's Rent.
- Month 7 Rental Payment \$60,313.54 minus prorated commission credit of ██████████ equals ██████████ adjusted 7<sup>th</sup> Month's Rent.
- Month 8 Rental Payment \$60,313.54 minus prorated commission credit of ██████████ equals ██████████ adjusted 8<sup>th</sup> Month's Rent.
- Month 9 Rental Payment \$60,313.54 minus prorated commission credit of ██████████ equals ██████████ adjusted 9<sup>th</sup> Month's Rent.
- Month 10 Rental Payment \$60,313.54 minus prorated commission credit of ██████████ equals ██████████ adjusted 10<sup>th</sup> Month's Rent.
- Month 11 Rental Payment \$60,313.54 minus prorated commission credit of ██████████ equals ██████████ adjusted 11<sup>th</sup> Month's Rent.

INITIALS:                                  &                                   
LESSOR & GOVT

Month 12 Rental Payment \$60,313.54 minus prorated commission credit of [redacted] equals [redacted] adjusted 12<sup>th</sup> Month's Rent.

4. Paragraph 1.05 of the Lease is deleted in its entirety and replaced with the following:

The Government may terminate this Lease, in whole or in part, at any time, effective after August 7, 2024 by providing not less than **ninety (90) calendar days**' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

5. Change Orders #9, #11 and #12 are listed below:

CO Number	Date NTP Issued Through Email	Description	Reference	Amount
9	July 2, 2014	Interior Signs	Exhibit A	[redacted]
11	-	Floor Drain Credit from Showers	Exhibit B	[redacted]
12	July 2, 2014	2X4 Acoustical Ceiling Tiles to Eliminate Narrow Borders	Exhibit C	[redacted]
			<b>TOTAL:</b>	<b>\$39,213.32</b>

6. Paragraph 2 of Lease Amendment 5 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 Tables received on November 20, 2013. In addition to this amount is \$56,135.32 for Change Orders #1 through #9, #11 and #12 for a total amount of Tenant Improvements of \$2,859,512.80. 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 \$1,726,173.85 will be paid by lump sum in accordance with Paragraph 7 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.

7. Paragraph 3 of Lease Amendment 5 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 \$1,726,173.85 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 6, 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:

INITIALS:

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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

8. The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

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