

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-06P-LMO11099
ADDRESS OF PREMISES Ambassador Office Building 11125 N. Ambassador Drive Kansas City, MO 64153-2057	PDN Number: PS0035264

THIS AMENDMENT is made and entered into between **K C Residence, LLC**

whose address is: 4601 Loring Drive
Bonner Springs, KS 66012-7803

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 Beneficial Occupancy, reconcile the commission and commission paragraph and 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, upon execution by the Government, as follows:

1. Page 1 of the Lease is hereby amended with the following:

TO HAVE AND TO HOLD the said Premises with its appurtenances for the term beginning on February 8, 2017, and continuing through February 7, 2027, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

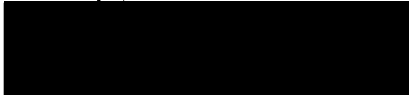
This Lease Amendment contains 3 pages plus Exhibits A through P.

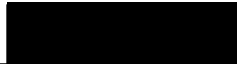
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

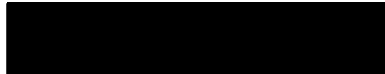
FOR THE LESSOR

FOR THE GOVERNMENT:

Signature: 
 Name: Amir Minoofar
 Title: President
 Entity Name: K C Residence, LLC
 Date: _____

Signature: 
 Name: Joseph J. Schurle
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Real Estate Acquisition Division
 Date: 3/8/17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Terry Luna
 Title: Manager
 Date: 3-6-2017

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:

Annualized 18,193 RSF / 16,244 ABOA SF 30 Parking Spaces								
Term	RSF	ABOA SF	Shell	Operating Costs	Tenant Improvements ¹	Building Specific Amortized Capital ²	Parking ³	Total Annual Rent
February 8, 2017 – May 7, 2017	17,130	15,295	\$0.00	\$79,825.80	\$72,203.70	\$45,885.00		\$197,914.50
May 8, 2017 – February 7, 2022	17,130	15,295	\$168,743.36	\$79,825.80	\$72,203.70	\$45,885.00		\$366,657.86
February 8, 2022 – November 7, 2026	17,130	15,295	\$168,743.36	\$79,825.80	\$72,203.70	\$0.00		\$320,772.86
November 8, 2026 – February 7, 2027	17,130	15,295	\$0.00	\$79,825.80	\$72,203.70	\$0.00		\$152,029.50
February 8, 2017 – February 7, 2027	1,063	949	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

¹ The Tenant Improvement Allowance of \$722,037.00 is amortized at a rate of 0% (percent) per annum over 10 years.

² Building Specific Amortized Capital (BSAC) of \$229,425.00 is amortized at a rate of 0% (percent) per annum over 5 years

³ Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes the TI for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

3. Paragraph 1.04, *BROKER COMMISSION AND COMMISSION CREDIT*, of the Lease is hereby restated:

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 [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, Inc. with the remaining [REDACTED] 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.

B. 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:

Lessor has provided free shell rent for Months 1-3.

Month 4 Rental Payment \$30,554.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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 February 7, 2022, by providing not less than 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.

INITIALS:

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5. The following Change Orders are listed below. Please reference Exhibit A for the layout drawing.

Change Order Number	Description	Reference	Amount
6	HSDN Room (COR 11)	Exhibit B	
1	Detention Center Intercom (COR 12)	Exhibit C	
7	COR 14-Various Items	Exhibit D	
8	Ductwork, Dampers, Louvers, and Temp Controls (COR 8)	Exhibit E	
9	Electrical Changes per ASI 003 (COR 13)	Exhibit F	
10	Gun Lockers (COR 19)	Exhibit G	
11	COR 20-Various Items	Exhibit H	
2	Signage (COR 21)	Exhibit I	
5	Materials Cost Increase	Exhibit J	
12	Credit-Wall Type Changes	Exhibit K	
13	Revised Data Quantities (COR 24)	Exhibit L	
14	Card Readers (COR 23)	Exhibit M	
15	CCTV & IDS (COR 25)	Exhibit N	
16	4-Post Rack (COR 26)	Exhibit O	
17	Asphalt Demo & Replacement (COR 27)	Exhibit P	

6. Paragraph 3 of Lease Amendment 2 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 \$1,915,869.11 in a lump-sum payment.

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

- **PDN # PS0035264**
- Name of the Lessor as shown on the Lease and invoice date.
- Lease contract number (GS-06P-LMO11099), 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

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