

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-LMO21050
LEASE AMENDMENT	
ADDRESS OF PREMISES 777 NW Blue Parkway Lee's Summit, MO 64088-5799	PDN Number: PS0029286

THIS AMENDMENT is made and entered into between **KC Summit Technology LLC**

whose address is: 276 Riverside Dr. Ste. 2G
New York, New York 10025-5206

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to address various changes that have taken place since the initial lease signing.

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 as follows:

A. Due to a change in Agency Requirements the BSAC line item has been removed and the Tenant Improvement (TI) line item has been increased. Paragraph 1.03 is hereby deleted in its entirety and replaced by the following:

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

	FIRM TERM YEARS 1-5	FIRM TERM YEARS 6-10	NON FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$281,157.33	\$305,907.33	\$344,701.11
TENANT IMPROVEMENTS RENT ²	\$ 142,116.78	\$142,116.78	\$0.00
OPERATING COSTS ³	\$ 36,894.89	\$ 36,894.89	\$36,894.89
TOTAL ANNUAL RENT	\$460,169.00	\$484,919.00	\$381,596.00

¹Shell rent (Firm Term) calculation: \$17.0398383 per RSF multiplied by 16,500 RSF yrs 1-5

Shell rent (Firm Term) calculation: \$18.5398382 per RSF multiplied by 16,500 RSF yrs 6-10

Shell rent (Soft Term) calculation: \$20.8909764 per RSF multiplied by 16,500 RSF yrs 11-15

²The Tenant Improvement Allowance of \$1,020,000.00 is amortized at a rate of 7 percent per annum over 10 years.

³Operating Costs rent calculation: \$2.2360539 per RSF multiplied by 16,500 RSF

This Lease Amendment contains 14 pages including Exhibits C and 1.

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

IN WITNESS WHEREOF, the parties have hereunto set their names as of the below date.

FOR THE

Signature:

Name:

Title:

GSA, Public Buildings Service, Real Estate Acquisition Division

Date:

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

In instances where the Lessor amortizes either 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.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **15,000** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Intentionally Deleted

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:



1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

B. In Order to Change the Lease Security Level from Level III to Level II, Paragraph 1.07 is hereby deleted in its entirety and replaced by the following:

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	1	B
AGENCY SPECIAL REQUIREMENTS	109	
SECURITY REQUIREMENTS LEVEL II	8	C
GSA FORM 3517B GENERAL CLAUSES	47	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	

Security Requirements Level II are hereby attached as **Exhibit C**

INITIALS:  LESSOR &  GOVT

C. The Original Construction TI Notice to Proceed (NTP) and NTP for Change Request (CR)1,3 and 4, and NTP for CR 5 are attached as Exhibit 1.

This serves as the contractual approval for the original Revised Construction NTP dated April 15, 2014, the NTP for CR 1, 3 and 4 dated June 5, 2014 and the NTP for CR 5 dated June 25, 2014 and all attached as **Exhibit 1 (3 pages)** to this Lease Amendment (LA).

The Government shall reimburse the Lessor via a lump-sum payment not to exceed \$3,096,267.36 upon receipt of an original invoice. The Lessor shall not construct any TIs not approved in writing by the Contracting Officer.

Invoice for payment shall be submitted directly to:

GSA Greater Southwest Finance Center electronically on the Finance Website at www.finance.gsa.gov.

Lessors who are unable to process the invoice electronically, may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Real Estate Acquisition Division (6PRE)
Attn: Matthew Helmering
1500 E Bannister Rd.
Kansas City, MO 64131

A proper invoice must include the following:



- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address; and a description, price, and quantity of the items delivered
- GSA PS# PS0029286

The invoice must be submitted on company letterhead.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Change orders or variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.

The Lessor hereby waives restoration as a result of all improvements.

INITIALS:  / LESSOR &  / GOVT