

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-LMO51000
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES  11224 Holmes Road Kansas City, MO 64131-3626	PDN Number: PS0038352 & PS0038351

**THIS AMENDMENT** is made and entered into between KH Bottspec, LLC

whose address is: 2600 Grand Boulevard, Suite 700  
Kansas City, MO 64108-4623

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 to provide invoicing instructions for the lump sum build out costs.

Exhibits A through K of this Lease Amendment are in addition to, and not in replacement of the Exhibits of the original Lease or Lease Amendments 1-2, which remain in effect, except as expressly amended here.

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 November 28, 2017 as follows:

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

TO HAVE AND TO HOLD the said Premises with its appurtenances for the term beginning on November 28, 2017 and continuing through November 27, 2032, 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 4 pages and Exhibits A through K.

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: John DeHardt  
 Title: Manager  
 Entity Name: KH Bottspec, LLC  
 Date: 12-12-17

**FOR THE GOVERNMENT:**

Signature:   
 Name: Joseph J. Schurle  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, 6P1RE  
 Date: 12/14/17

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Kevin M. Curtin  
 Title: Manager  
 Date: 12-12-17

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 63,027 RSF / 59,625 ABOA SF 22 Reserved Secured Parking Spaces and 146 Additional Parking Spaces								
Term	RSF	ABOA SF	Shell	Operating Costs	Tenant Improvements <sup>1</sup>	Building Specific Amortized Capital <sup>2</sup>	Parking <sup>3</sup>	Total Annual Rent
November 28, 2017 – November 27, 2022	59,115.89	55,925	\$1,121,142.63	\$313,273.79	\$251,354.44	\$124,101.14	\$0.00	\$1,809,872.00
November 28, 2022 – November 27, 2027	59,115.89	55,925	\$1,233,157.47	\$313,273.79	\$251,354.44	\$124,101.14	\$0.00	\$1,921,886.84
November 28, 2027 – November 27, 2032	59,115.89	55,925	\$1,356,118.52	\$313,273.79	\$251,354.44	\$124,101.14	\$0.00	\$2,044,847.89
November 28, 2017 – November 27, 2022	3,911.11	3,700	\$74,174.85	\$20,726.21	\$15,350.41	\$3,712.51 <sup>4</sup>	\$0.00	\$113,963.98
November 28, 2022 – November 27, 2027	3,911.11	3,700	\$81,585.75	\$20,726.21	\$15,350.41	\$3,712.51 <sup>4</sup>	\$0.00	\$121,374.88
November 28, 2027 – November 27, 2032	3,911.11	3,700	\$89,720.86	\$20,726.21	\$15,350.41	\$3,712.51 <sup>4</sup>	\$0.00	\$129,509.99

<sup>1</sup> The Tenant Improvement Allowance of **\$3,004,700.38** is amortized at a rate of **4%** per annum over **15** years.  
<sup>2</sup> Building Specific Amortized Capital (BSAC) of **\$1,439,950.23** is amortized at a rate of **4%** per annum over **15** years  
<sup>3</sup> Parking costs described under sub-paragraph H below  
<sup>4</sup> This also includes Change Order #20 that is attached as Exhibit K.

In instances where the Lessor amortizes either the TI or BSAC 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:

Month 1 Rental Payment **\$160,319.67** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment **\$160,319.67** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment **\$160,319.67** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

Month 4 Rental Payment **\$160,319.67** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.\*

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

INITIALS:  LESSOR &  GOVT

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 November 27, 2027 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.

5. Paragraph 1.18A of the Lease is amended with the following:

A. 1,350 ABOA SF (██████) and 50 ABOA SF (██████) of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server rooms. This includes the ██████ IT Room 134, MDF/Server Room 137, ██████ Server Room 141 and ██████ IT Room 236. The BTU output of these rooms are established as 24,000 BTUs per ton. The temperature of this room shall be maintained at 71 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. In accordance with Exhibit D, the Government requires an additional 1,780 ABOA SF (██████) of office space to be conditioned at all times and shall comply with the paragraph entitled, "Heating and Air Conditioning." This includes the Security Check-In Room 101 and Rooms 254, 254A and 255. All of these rooms can be referenced in the As-Built Drawings that will be submitted from the Lessor per Lease Paragraph 4.13.

6. The Change Orders are listed below.

Change Order Number	Description	Reference	Amount
5	Added TV/Monitor Locations	Exhibit A	██████
6	Added Data Drops – All Hands Room 107	Exhibit B	██████
7	Remaining Delay Fees	Exhibit C	██████
8	TV/Monitors (Credit)	Exhibit D	(██████)
9	Glass Wall Partitions (Credit)	Exhibit E	(██████)
10	Canceled	-	-
11	Canceled	-	-
12	Lockers and Countertop	Exhibit F	██████
13	4" Conduit	Exhibit G	██████
14	Additional TV/Monitor Locations	Exhibit H	██████
15	Guy Wire Roof Supports	Exhibit I	██████
16	Water Lines	Exhibit J	██████
<b>Total:</b>			<b>\$278,801.22</b>

7. Paragraph 3 of Lease Amendment 2 is amended 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 \$5,853,787.33 in a lump sum payment.

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

- PDN # PS0038352
- Name of the Lessor as shown on the Lease and invoice date.
- Lease contract number (GS-06P-LMO51000), Lease Amendment No. 3, 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.

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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:

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](mailto:joseph.schurle@gsa.gov).

8. Paragraph 4 of Lease Amendment 2 is amended 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 \$208,344.39 in a lump sum payment.

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

- PDN # PS0038351
- Name of the Lessor as shown on the Lease and invoice date.
- Lease contract number (GS-06P-LMO51000), Lease Amendment No. 3, 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.

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