

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-LMO41028
ADDRESS OF PREMISES 3639 SOUTH AVENUE SPRINGFIELD, MO 65807-5220	PDN Number: PS0032336

THIS AMENDMENT is made and entered into between Kickapoo Corners, LLC

whose address is: 2921 South National
Springfield, MO 65804-3633

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 (LA) is to provide a Notice to Proceed for Tenant Improvement construction, outline how the Lessor will be reimbursed for the project and amend the original lease due to findings during the design workshop.


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 July 23, 2015 as follows:

1. This LA shall serve as the formal Notice to Proceed to the Lessor to begin construction at 3639 South Avenue, Springfield, MO. Work shall be completed in accordance with the attached Design Intent Drawing, identified as Exhibit A. In accordance with the attached proposal from Branco Enterprises, Inc., attached and identified as Exhibit B, the amount of this NTP shall not exceed \$136,022.10. Of that amount, \$48,590 will be amortized in the rent at 7 percent interest over 60 months. An additional \$6,027 will be amortized in the rent at 7 percent for Building Specific Amortized Capital over 60 months. The remaining \$81,405.10 will be paid via lump sum upon substantial completion of the construction and proper invoicing per the instructions below. Change orders must be commemorated in writing to the lessor from the Lease Contracting Officer. Variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.


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 THE LESSOR:

Signature: 
 Name: Nancy H. Chenoweth
 Title: Agent
 Entity Name: Kickapoo Corners LLC
 Date: 7-23-15

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: JUL 27 2015

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: Agent
 Date: 07-23-15

2. Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer or his/her representative, and submission of proper invoice, the Government shall issue the Lessor payment for the lump sum amount. Payment is contingent upon receipt of a proper invoice, which shall include:

Name of the Lessor, which must appear exactly as shown in the Lease

Invoice date

GSA PDN # PS0032336 noted at the top of the invoice

Lease contract number (GS-06P-LMO41028), Lease Amendment Number One (1), and address of leased premises

Description, price and quantity of property and services actually delivered or rendered

"Remit to" address

Name, title, phone number and mailing address of person to be notified in the event of a defective invoice

3. An original invoice for the lump sum total should be submitted electronically on the Finance Website at www.finance.gsa.gov.
4. A subsequent LA will be prepared upon substantial completion to reconcile the exact lump sum amount.

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.

5. Paragraph 3.35 (A) of the Lease is hereby amended as follows:

3.35 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have power that meets the project requirements. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

6. Exhibit C of the Lease, Security Requirements - Facility Security [REDACTED] is hereby modified to exclude the [REDACTED] [REDACTED]. Attached to this LA is an updated Security Requirements - Facility Security [REDACTED] identified as Exhibit C.

INITIALS: nh & KA
LESSOR & GOVT