

LEASE AMENDMENT

LEASE AMENDMENT NO. 3	TO LEASE NO. GS-06P-11035	DATE JUL 08 2013	PAGE 1 of 2
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ADDRESS OF PREMISES

5000 College Boulevard, Suite 400 Overland Park, KS 66211-1793

THIS AGREEMENT, made and entered into this date by and between  
B400 Petticoat Lane, LLC

whose address is 5000 College Boulevard, Suite 400  
Overland Park, KS 66211-1793

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective as follows:

The purpose of this Lease Amendment (LA) Number three (3) is to establish May 31, 2013 as the effective date of lease commencement.

- The Lessor hereby leases to the Government the following described premises:

A total of 41,681 rentable square feet (RSF) of office and related space, which yields 36,997 ANSI/BOMA Office Area square feet (USF) of space at 1010 Walnut, Kansas City, Missouri, 64108-2171 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 8 on-site structured reserved parking spaces for the exclusive use of Government employees and patrons.

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	NAME OF SIGNER LARRY J BRIDGES
ADDRESS	

IN PRESENCE OF

SIGNATURE	NAME OF SIGNER SUSAN W. MARRON
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER Kory R. Hochstetler
	OFFICIAL TITLE OF SIGNER

2. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-14	\$ 338,449.72	\$ 190,482.17	\$136,235.86	\$ 665,167.75	\$ 55,430.65

Rent will be abated for the first seven months, which totals \$388,014.55.

- Rent includes a Tenant Improvement Allowance of \$1,907,302.00 to be amortized for 168 months at the rate of 0.0%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. After 84 months the lessor is responsible for the Tenant Improvement portion of the lease if the agency vacates prior to lease termination. If the Government vacates the space within the first 84 months of the lease, any remaining TI balance will be paid via lump sum.
- In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy will be established at 32.25%.
- In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$190,482.17 per annum, based on \$5.14858421 per useable square foot.
- In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.12660486 (41,681 RSF / 36,997 USF).
- The Government will pay the lessor \$260,735.88 via lump sum. This amount will change upon approval of additional change orders.

KPA

[Signature]