

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-06P-11075
ADDRESS OF PREMISES 850 NW Chipmand Road Lee's Summit, MO 64063-1896	PDN Number: PS0026337

THIS AMENDMENT is made and entered into between
KC SUMMIT TECHNOLOGY, LLC
whose address is: 276 RIVERSIDE DRIVE, STE 2G
NEW YORK, NY 10025-5204

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 1, 2013 as follows:

1. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
2. In accordance with paragraph 7.1 Alteration of Space, the lessor shall provide a tenant improvement allowance of \$1,140,656 to be amortized over the firm term of the lease at 8.0%.
3. As a result of several finish upgrades, revisions to the overall project scope, and government delay in project execution, the pricing contained in Attachment A of the lease contract is hereby deleted and replaced with the pricing contained in this Lease Amendment. The project scope including all the proposed changes is \$1,360,267. The lessor's project management fee for the entire project is 2.65%, which equates to \$36,047.08. The total project cost including fees is established at \$1,396,314.08; this amount is firm and must not be exceeded.

This Lease Amendment contains {3} 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: Jack Weinreb
Title: Manager
Entity Name: KC Summit Technology, LLC
Date: 4/30/13

FOR THE



Signature: _____
Name: Matthew W. Heimerling
Title: Lease Contracting Officer
GSA, Public Buildings Service, East Leasing Branch
Date: 5/2/13

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Colleen Slipp
Title: VP Real Estate
Date: 5-2-13

Revised Pricing - Replacing Attachment A

Selective Demolition

Flooring Carpet

Replace Cove Base

Level & Patch

Remove coatings

Broom & Vacuum

Flooring : Commercial Rubber

Base

Rubber Flooring Credit-Contractor Area

Rubber Flooring Add-Mail Room

VCT

Vending Add -structural reinforcement

Porcelain Tile

Additional Restroom Upgrades

Painting

Additional Improvements and Repairs

Corner Guards

Wall Guards

Clean IT Room

Clean/Replace Wood Doors

Thresholds

Trim

Wall repairs

Wall covering repairs

Clean/Replace Vents

Raised Floor Structural Reinforcement

Replace interior blinds

Restroom mirrors

Break Room Counters/Sinks/Fixtures

Break Room Cabinetry

Awing / Overhang

Common Area Renovations

Projector / Screen

HVAC at Commons Area

Sub Total

Lessor Project Management Fee


Total Project Cost

\$1,360,267

\$36,047.08

\$1,396,314.08

INITIALS:


LESSOR

&


GOV'T

4. In accordance with Attachment A, the lessor has completed work on the awnings/overhangs and the refresh of the main vending area in the southwest corner of the premises. This work was accepted by the GSA Contracting Officer on November 20, 2012. The cost of these projects is outlined in the table below and has been paid through the tenant improvement component of the rent, amortized at 8.0% for 51 months.

Completed Project	Cost
Awnings/Overhangs	[REDACTED] + [REDACTED] (Change Order for Unforeseen Conditions)
Main Vending Room Refresh	[REDACTED]
Total Project Cost	\$14,320

The outstanding scope items included in Attachment A, including the upgrades and changes to the scope that have occurred, will be funded with the remaining tenant improvement allowance of \$1,126,336 (\$1,140,656 Original TI Amount - \$14,320 Completed Work). This amount will be amortized at 8% over the remaining firm term upon completion, inspection and acceptance of the work by the Contracting Officer. A subsequent Lease Amendment will be prepared to accept the work, reconcile actual costs and begin rental payments on the amortized tenant improvements.

Additionally, the Government agrees to compensate the Lessor for the tenant improvement overage amount of \$255,658.08 (\$1,396,314.08 Total Project Cost Including Changes/Fees - \$1,140,656 Original TI Amount) in a one-time lump-sum payment. This will take place upon completion, inspection and acceptance of the work by the Contracting Officer and submission of a proper invoice. 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.

An invoice for payment of the tenant improvement overage must be submitted as follows:

Original Invoice:

General Services Administration
 Finance Division (7BCPL)
 P.O. Box 17181
 Ft. Worth, TX 76102-0181
 Telephone (817) 334-2397

Copy To:

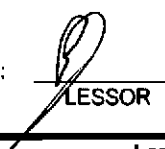
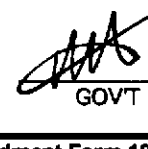
General Services Administration
 Matthew W. Helmering, Lease Contracting Officer
 Real Estate Acquisition Division (6PRE)
 1500 E. Bannister Road
 Kansas City, MO 64131-3088

A proper invoice must include:

- 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 PDN# PS0026337
- 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.

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

INITIALS:  LESSOR &  GOV'T