

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-31014
ADDRESS OF PREMISES PRAIRIE VIEW BUSINESS CENTER 10300-10316 NW PRAIRIE VIEW ROAD KANSAS CITY, MO 64153-1301	PDN Number: <b>PS0029240</b>

**THIS AMENDMENT** is made and entered into between **PRAIRIE VIEW BUSINESS CENTER, LLC**

whose address is: 11415 W 87<sup>TH</sup> TERRACE  
OVERLAND PARK, KS 66214-3212

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 consideration hereinafter mentioned covenant and agree that the said Lease for purposes of expanding the lease by 962 ANSI/BOMA Office Area Square Feet (ABOASF)/1,103 Rentable Square Feet (RSF) establish the new annual rent after completion of the expansion and to Issue a Notice to Proceed is amended as follows:

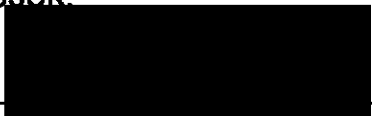
1. Paragraph 1.01 Section A, Office and Related Space, IS HEREBY DELETED AND REPLACED:

55,768 rentable square feet (RSF), yielding 48,633 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor and known as Suites(s) 300, 302 and 316, of the Building, as depicted on the floor plan(s).

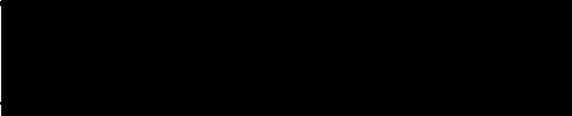
This Lease Amendment contains 9 pages.

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: MARION WELLS  
Title: managing member  
Entity Name: Prairie View Business Center, LLC  
Date: 7/7/14

**FOR THE GOVERNMENT:**

Signature:   
Name: EDUARDO M SWAN  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 7/24/14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Jessie Havel  
Title: Bookkeeper  
Date: 7-7-14

2. Paragraph 1.03 Section A & B, RENT AND OTHER CONSIDERATIONS (SEP 2012), IS HEREBY DELETED AND REPLACED:

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

	Firm Term - 11.7.2018	11.8.2018 - 11.30.2018	12.1.2018 - 11.7.2023
	Annual Rent	Annual Rent	Annual Rent
SHELL RENT <sup>1</sup>	\$558,270.00	\$586,183.50 <sup>2</sup>	\$586,183.50 <sup>2</sup>
OPERATING COSTS <sup>3</sup>	\$334,962.00	\$334,962.00	\$334,962.00
TENANT IMPROVEMENTS	\$73,028.04	\$73,028.04	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$966,260.04</b>	<b>\$994,173.54</b>	<b>\$921,145.50</b>

1. Shell rent (Firm Term) calculation: \$10.00 per RSF multiplied by 55,827 RSF
2. Shell rent (Non Firm Term) calculation: \$10.50 per RSF multiplied by 55,827 RSF
3. Operating Costs rent calculation: \$6.00 per RSF multiplied by 55,827 RSF
4. The Tenant Improvement Allowance of \$275,215.00 is amortized at a rate of 8% per annum over 54 months.
5. The effective date will be addressed in another Lease Amendment upon completion of the work.



- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 48,684 ABOA SF base upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. 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.
- D. Rent shall be paid to the 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.
- E. 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.
- F. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

3. Paragraph 1.10 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENTS (JUN 2012), IS HEREBY DELETED AND REPLACED:

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 94 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 55,827 RSF by the total Building space of 59,358 RSF.

4. Paragraph 1.12 OPERATING COST BASE (AUG 2011), IS HEREBY DELETED AND REPLACED:

The parties agree that for the purpose of applying the paragraph title "Operating Cost Adjustment" that the Lessor's base rate for operating cost shall be \$6.00 per RSF or \$6.8802836 per ANSI/BOMA (\$334,962.00/annum).

INITIALS:  &   
LESSOR & GOVT

5. All work associated with the expansion shall be accomplished by licensed contractor(s) in accordance with national, state and local codes, in accordance with the best practices of the trade, and in a manner acceptable to the Government. All work shall be subject to all terms and conditions of this lease. Work shall be completed on or about August 15, 2014.

6. Upon completion of the alterations, the lessor shall provide the GSA Contracting Officer with a copy of the "as-built" drawings for the entire Marine suite.

7. The lessor hereby waives restoration rights and may not require the Government to restore premises to condition provided for in original plans and specifications.

8. The lessor shall invoice the Government for the balance payment, not to exceed **\$48,512.75**. Payment will become due thirty (30) days after the completion of the work, acceptance by the Government, and receipt of invoice from the lessor, as follows:

The original invoice must be submitted directly to the GSA Finance office at the following address:

GSA Office of Finance  
P.O. Box 17181  
Ft. Worth, TX 76102

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

General Services Administration  
Public Building Services  
Attn: Katherine Swan  
1500 E. Bannister Road 6PR  
Kansas City, MO 64131

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of Lessor as shown on the lease
- Lease contract number, Lease Amendment Number 2, and building address
- Description, price and quantity of items delivered
- **GSA PDN# PS0029240**

If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign the invoice.

Exhibit A (6 pages) is hereby incorporated into the lease

INITIALS:  &   
LESSOR GOVT