

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-01090
ADDRESS OF PREMISES 100 North Broadway Wichita, Kansas 67202-2212	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **PGR Properties, LLC.**

whose address is: 1522 South Florence, Wichita, Kansas 67209-2634

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 12/19/2012 as follows:

- The lease property location shall be amended to read "100 North Broadway, Wichita, Kansas 67202-2212".
- Exhibit A of the lease is hereby deleted in its entirety and replaced with the attached Exhibit A.
- Section 1.01, The Premises, of the Lease is hereby deleted in its entirety and replaced with the following:

"The Premises are described as follows:

Office and Related Space:

A. Block A (██████)-7,360 rentable square feet (RSF), yielding 6,400 ANSI BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 15 percent, located on the 4th floor and known as Suite 470, of the Building, as depicted on the floor plan attached hereto as Exhibit A, page 1.

B. Block B (██████) 1,399.55 rentable square feet (RSF), yielding 1,217 ANSI BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 15 percent, located on the 4th floor and known as Suite 465, of the Building, as depicted on the floor plan attached hereto as Exhibit A, page 2.

- Section 1.02, Express Appurtenant Rights, of the Lease is hereby deleted in its entirety and replaced with the following:

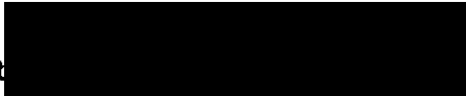
This Lease Amendment contains 67 pages.



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:

FOR THE GOVERNMENT:

Signature: 
 Name: CHRISTOPHER P. RUGGIA
 Title: Director of Real Estate
 Entity Name: PGR Properties, LLC
 Date: 12/17/2012

Signature: 
 Name: 
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PRW
 Date: 12/19/2012

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Grant J. Tideman
 Title: Vice President
 Date: 12/17/12



"The Government shall have the non-exclusive rights to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** 5 parking spaces of which 5 shall be structured inside spaces reserved for the exclusive use of the Government and 0 shall be surface parking spaces. Of these 5 parking spaces, 3 will be associated with Block A () and 2 will be associated with Block B (). In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

5. Section 1.03, Rent and Other Considerations, of the Lease is hereby deleted in its entirety and replaced with the following:

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

Block A ()

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$135,174.81	\$18.366143	\$105,836.80	\$14.38
TENANT IMPROVEMENTS RENT ¹	\$ 50,186.58	\$6.818829	\$ 0.00	\$0.00
OPERATING COSTS	\$ 38,150.39	\$5.183477	\$ 38,150.39	\$5.183477
BUILDING SPECIFIC SECURITY ²	\$ 1,334.01	\$.181251	\$ 0.00	\$0.00 ³
TOTAL ANNUAL RENT	\$224,845.79	\$30.549700	\$143,987.19	\$19.563477

1. The Tenant Improvement Allowance is amortized a rate of 0 percent per annum over 5 years.
 2. The Building Specific Security costs are amortized at a rate of 0 percent per annum over 5 years

Block B ()

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$25,704.34	\$18.366143	\$20,125.53	\$14.38
TENANT IMPROVEMENTS RENT ¹	\$ 8,809.19	\$6.294302	\$ 0.00	\$0.00
OPERATING COSTS	\$ 7,254.54	5.183477	\$ 7,254.54	\$5.183477
BUILDING SPECIFIC SECURITY ²	\$ 253.67	\$.181251	\$ 0.00	\$0.00
TOTAL ANNUAL RENT	\$42,021.74	\$30.025173	\$27,380.06	\$19.563477

1. The Tenant Improvement Allowance is amortized a rate of 0 percent per annum over 5 years.
 2. The Building Specific Security costs are amortized at a rate of 0 percent per annum over 5 years

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 7,617 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E. 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 System For Award Management (SAM).

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F. The 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 "Paragraph 1.01, THE PREMISES" created herein;

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.

4. All services, utilities, maintenance required for the proper operation of the Property, the Building, and the leased 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. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements."

6. Section 1.07, Documents Incorporated by Reference, of the Lease is hereby deleted in its entirety and replaced with the following:

"The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
BLOCK A [REDACTED] AGENCY-SPECIFIC REQUIREMENTS	25	B-1
BLOCK B [REDACTED] AGENCY SPECIFIC REQUIREMENTS	36	B-2
SECURITY REQUIREMENTS	3	C
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	D
GSA FORM 3517B GENERAL CLAUSES	48	E
SECURITY UNIT PRICE LIST	1	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	G
GSA FORM 12000/12001 PRE-LEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION	3	H
PRE-LEASE SECURITY PLAN	10	I

7. Section 1.08, Tenant Improvement Allowance, of the Lease is hereby deleted in its entirety and replaced with the following:

"The Tenant Improvement Allowance (TIA) for purposes of this Lease for Block A [REDACTED] is \$39.208259 per ABOA SF. The Tenant Improvement Allowance (TIA) for purposes of this Lease for Block B [REDACTED] is \$36.192238 per ABOA SF. The TIA is the amount the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 0 percent."

9. Section 1.11, Percentage of Occupancy for Tax Adjustment, Establishment of Tax Base, of the Lease is hereby deleted in its entirety and replaced with the following:

INITIALS: [Signature] & [Signature]
LESSOR GOVT

"As of the date of this Lease Amendment 1, the Government's percentage of occupancy as defined in the Real Estate Tax Adjustment clause of this lease is 2.463468 percent. The percentage of occupancy is derived by dividing the total Government space of 8,759.55 RSF by the total building space of 355,578 RSF."

10. Section 1.12, Operating Cost Base, of the Lease is hereby deleted in its entirety and replaced with the following:

"The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.183477 per rentable square foot (\$45,404.93/annum)."

11. The schedule for completion of space for Block B [REDACTED] shall be as follows:

A. Lessor-provided design intent drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 20 working days following the effective date of this Lease Amendment #1, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within 10 working days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased space that reflect all Lease requirements provided by the Government sufficient for the preparation of CDs, including, but not limited to:

1. Furniture, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Repositioned sprinklers, ceilings, and lighting, where impacted;
4. Specifications necessary for calculation of electrical and HVAC loads; and
5. All finish and signage selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 10 working days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor must complete CDs conforming to the approved DIDs not later than 15 working days following the approval of DIDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 working days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this clause, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 10 working days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 15 working days following the end of the Government CD review period.

G. Negotiation of TI price proposal and issuance of notice to proceed ("NTP"): The Government shall issue NTP within 10 working days following the submission of the TI price proposal, provided that the TI price proposal conforms to the

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requirements of the clause titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

H. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 30 working days following issuance of NTP.

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

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