

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-01095
ADDRESS OF PREMISES: Lux 120 East 1 st Street Wichita, Kansas 67202-2002	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **LUX BUILDING, LLC**

whose address is: 115 SOUTH RUTAN
WICHITA, KANSAS 67218-1135

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 January 31, 2013 as follows:

This Lease Amendment #1 is issued to expand the leased Premises and incorporate additional Agency Special Requirements.

1. Section 1.01 THE PREMISES (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:



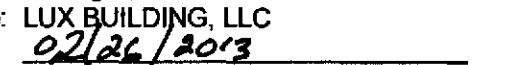
A. **Office and Related Space:** 4,601 rentable square feet (RSF), yielding 4,287.19 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor(s) and known as Suite(s) B-250, of the Building, as depicted as Lease Space C on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.073197279 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."



This Lease Amendment contains 4 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.

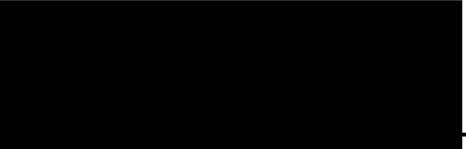

FOR THE LESSOR:

Signature: 
Name: 
Title: 
Entity Name: LUX BUILDING, LLC
Date: 02/26/2013

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PRW
Date: 3/4/13

WITNESSE

Signature: 
Name: 
Title: administrator
Date: 2/26/13

mm

2. Section 1.03 RENT AND OTHER CONSIDERATION (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 55,166.72	\$ 82,961.20
TENANT IMPROVEMENTS RENT ²	\$34,710.34	\$ 0.00
OPERATING COSTS ³	\$ 22,571.39	\$ 22,571.39
TOTAL ANNUAL RENT	\$112,448.45	\$85,532.59

¹Shell rent (Firm Term) calculation: \$11.990158 per RSF multiplied by 4,601 RSF

²The Tenant Improvement Allowance of \$155,153.41 is amortized at a rate of 4.5 percent per annum over 5 years.

³Operating Costs rent calculation: \$4.905758 per RSF multiplied by 4,601 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 4,287.19 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 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 SAM. If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. 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.

G. THIS PARAGRAPH WAS INTENTIONALLY DELETED"

3. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission will be payable to Studley, Inc. with the remaining [redacted] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

INITIALS: mm & SS
LESSOR & GOVT

Month 1 Rental Payment \$9,370.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*
 Month 2 Rental Payment \$9,370.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.*
 Month 3 Rental Payment \$9,370.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3RD Month's Rent.*
 Month 4 Rental Payment \$9,370.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4TH Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4. Section 1.06 RENEWAL RIGHTS (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of [REDACTED] the following rental rate(s):

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 1 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 180 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term."

5. Section 1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
AGENCY SPECIAL REQUIREMENTS AND SUPPLEMENTAL AGENCY SPECIAL REQUIREMENTS	17	B
SECURITY REQUIREMENTS	4	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
LEGAL DESCRIPTION	1	F

6. Section 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

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 2.648591 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 4,601 RSF by the total Building space of 173,715 RSF."

INITIALS:  LESSOR &  GOVT