

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
LEASE AMENDMENT	TO LEASE NO. GS-06P-01060
ADDRESS OF PREMISES 555 N. Woodlawn #4, Wichita, Kansas 67208-3674	PDN Numbers: PS0024358 - \$1,576,304.88 PS0025824 - \$589,356.76 PS0025825 - \$120,075.61

THIS AMENDMENT is made and entered into between **PLAZA DEL SOL, INC.**

whose address is: 555 North Woodlawn Street
Building 1, Suite 200
Wichita, Kansas 67208-3672

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease for purposes of expanding the lease by 5,921 ANSI/BOMA Office Area Square Feet (ABOASF)/ 9,757 Rentable Square Feet (RSF) and to Issue a Notice to Proceed with the Initial Tenant Improvements and Change Order #1.

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 as follows:

Effective February 26, 2013:

1. Paragraph 1 of the Lease is hereby deleted and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

41,308 RSF of office and related space, which yields 34,289 ABOASF, at 555 North Woodlawn #4, Wichita, Kansas 67208-3674. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit 5A attached hereto). Said leased premises shall be used for such purposes as determined by the General Services Administration and the Government reserves the right of ingress and egress at all times. Parking for thirty-three (33) secure, surface, reserved spaces and six (6) unsecured, surface, reserved spaces for Government use only shall be included in the rental rate at no additional charge to the Government."

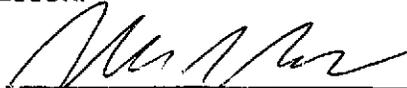
This Lease Amendment contains 6 pages, including Exhibit 5A.

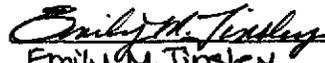
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

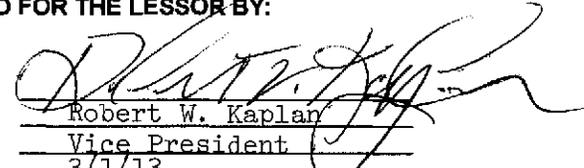
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Jeffrey Greenberg
Title: President
Entity Name: Plaza del Sol, Inc.
Date: 3/1/13

Signature: 
Name: Emily M. Tinsley
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/1/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Robert W. Kaplan
Title: Vice President
Date: 3/1/13

2. In accordance with SFO Paragraph 3.2, *Tenant Improvements Included in the Offer*, the Lessor agrees to provide a tenant improvement allowance, in excess of the previously approved amount of \$121,400.00 which is amortized at 5.5% for 120 months effective August 13, 2012, of \$891,920.00. Upon completion, inspection, and acceptance of the improvements to Blocks A and B, this amount shall be amortized over the remaining firm term of the Lease at 5.5%.

In accordance with SFO Paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

3. The Lessor has also agreed to provide, as part of the rent, a Building Specific Amortized Capital (BSAC) amount of \$217,749.05. Upon completion, inspection, and acceptance of the improvements to Blocks A and B, this amount shall be amortized over the remaining firm term of the Lease at 5.5%.
4. The Government hereby accepts the Lessor's proposal to provide, install, and maintain all work items included in the Tenant Improvement Price Proposal dated February 13, 2013 for Block A [REDACTED] in the amount of \$2,387,425.00.

In addition, the Government hereby accepts the Lessor's proposal for Change Order #1 for Block A [REDACTED] dated February 13, 2013 in the amount of \$5,160.30 for HVAC design services to evaluate the potential of value engineering with the HVAC system. Any cost savings identified from the result of Change Order #1 for TI shall be applied to the rent and the TI shall be adjusted accordingly. Any cost savings identified as shell shall be realized by the Lessor.

This brings the total approved costs for Block A to \$2,392,585.30. Upon completion, inspection, and acceptance of the work by the Contracting Officer, a TI allowance of \$598,531.37 and a BSAC allowance of \$217,749.05 will be amortized over the remaining firm term of the lease at 5.5%. The remaining \$1,576,304.88, the Government has elected to pay in a one-time lump-sum payment.

Upon completion, inspection, and acceptance of the work by the Contracting Officer and submission of a proper invoice, the Government agrees to compensate the Lessor for the specified lump-sum amount.

An invoice for payment 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 Emily M. Tinsley, Lease Contracting Officer Realty Services Division (6PRW) 1500 E. Bannister Road Kansas City, MO 64131-3088

A proper invoice must include:

- PDN # PS0024358
- Name of the Lessor shown on the lease and invoice date.
- Lease contract number, Lease Amendment number and building address
- Description, price, and quantity of property and services actually delivered or rendered.

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

5. The Government hereby accepts the Lessor's proposal to provide, install, and maintain all work items included in the Tenant Improvement Price Proposal dated February 13, 2013 for Block B [REDACTED] in the amount of \$882,745.39. Upon completion, inspection, and acceptance of the work by the Contracting Officer, a TI allowance of \$293,388.63 will be amortized over the remaining term of the lease at 5.5%. The remaining \$589,356.76, the Government has elected to pay

INITIALS: [Signature] & [Signature]
LESSOR & GOVT

in a one-time lump-sum payment.

Upon completion, inspection, and acceptance of the work by the Contracting Officer and submission of a proper invoice, the Government agrees to compensate the Lessor for the specified lump-sum amount.

An invoice for payment 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
Emily M. Tinsley, Lease Contracting Officer
Realty Services Division (6PRW)
1500 E. Bannister Road
Kansas City, MO 64131-3088

A proper invoice must include:

- PDN # PS0025824
- Name of the Lessor shown on the lease and invoice date.
- Lease contract number, Lease Amendment number and building address
- Description, price, and quantity of property and services actually delivered or rendered.

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

6. The Government hereby accepts the Lessor's proposal to provide, install, and maintain all work items included in the Security Price Proposal dated February 13, 2013 for Block B [REDACTED] in the amount of \$120,075.61. The Government has elected to pay this amount in a one-time lump-sum payment.

Upon completion, inspection, and acceptance of the work by the Contracting Officer and submission of a proper invoice, the Government agrees to compensate the Lessor for the specified lump-sum amount.

An invoice for payment 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
Emily M. Tinsley, Lease Contracting Officer
Realty Services Division (6PRW)
1500 E. Bannister Road
Kansas City, MO 64131-3088

A proper invoice must include:

- PDN # PS0025825
- Name of the Lessor shown on the lease and invoice date.
- Lease contract number, Lease Amendment number and building address
- Description, price, and quantity of property and services actually delivered or rendered.

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

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Effective upon completion, inspection, and acceptance of the tenant improvement work for Blocks A and B by the Contracting Officer:

7. Paragraph 4 of the Lease is hereby deleted and replaced with the following:

"4. The Government shall pay the Lessor annual rent as follows:

Rent Through Year 10							
	RSF	ABOASF	Shell	Base Cost Of Services	TI	BSAC	Total Annual Rent
Block A	22,017	18,293	\$367,053.31	\$ 97,640.73	\$ 100,274.84	\$ 30,728.74	\$ 595,697.63
Block B	19,291	15,996	\$320,963.47	\$ 85,380.27	\$ 41,402.99	\$ -	\$ 447,746.72
Total	41,308	34,289	\$688,016.78	\$183,021.00	\$141,677.83	\$30,739.41	\$1,043,455.02

Rent Years 11-15							
	RSF	ABOASF	Shell	Base Cost Of Services	TI	BSAC	Total Annual Rent
Block A	22,017	18,293	\$310,522.30	\$ 97,640.73	\$ -	\$ -	\$ 408,163.03
Block B	19,291	15,996	\$271,530.89	\$ 85,380.27	\$ -	\$ -	\$ 356,911.16
Total	41,308	34,289	\$582,053.19	\$183,021.00	\$ -	\$ -	\$ 765,074.19

Rent shall be adjusted in a subsequent Lease Amendment in accordance with the provisions of the Solicitation For Offers and the General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Plaza Del Sol, Inc.
555 North Woodlawn
Building #1, Suite 200
Wichita, KS 67208-3672"

8. Paragraph 8 of the Lease is hereby deleted and replaced with the following:

"8. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Government occupancy is established as 60.00% (34,289 ABOASF/57,153 ABOASF)."

9. Paragraph 9 of the Lease is hereby deleted and replaced with the following:

"9. In accordance with SFO paragraph 4.3, *Operating Costs*, the base cost of services is established as \$183,021.00 per annum and the base year is August 2012."

10. All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

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