

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-11020
ADDRESS OF PREMISES 120 E. FIRST STREET WICHITA, KS 67202-2002	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between Lux Building, LLC

whose address is: 115 S. Rutan  
Wichita, KS 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 to adjust the Common Area Factor, establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs, establish the final commission amount and credit, and accept the space and commence rent.

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 August 15, 2013, as follows:

**1. The Lease Term paragraph on page 1 of the Lease is hereby deleted in its entirety and replaced with the following:**

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 15, 2013 and continuing for a period of 10 years, 5 years firm, expiring August 14, 2023, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

**2. Section 1.01, The Premises, of the Lease is hereby deleted in its entirety and replaced with the following:**

**"1.01 THE PREMISES (AUG 2011)**


The Premises are described as follows:

Office and Related Space: 9,578.29 rentable square feet (RSF), yielding 8,925 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 1.073197279 percent, located on the 2nd floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A."

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: \_\_\_\_\_  
Title: Manager of Lux Building LLC  
Entity Name: Lux Building LLC  
Date: 8/26/2013

**FOR THE GOVERNMENT:**

Signature:   
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 6PRW  
Date: 8.30.13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Robert L. Spitzer  
Title: Owner, Lux Building LLC  
Date: 8/26/2013

*mm*

**3. Section 1.03, Rent and Other Considerations, Paragraph A, is hereby deleted in its entirety and replaced with the following:**

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

	<b>FIRM TERM (8/15/13-8/14/18)</b>	<b>NON FIRM TERM (8/15/18-8/14/23)</b>
	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>
SHELL RENT <sup>1</sup>	\$145,217.65	\$163,347.10
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$66,713.56	\$0.00
OPERATING COSTS <sup>3</sup>	\$36,438.90	\$36,438.90
<b>TOTAL ANNUAL RENT</b>	<b>\$248,370.11</b>	<b>\$199,786.00</b>

NOTE: The figures above do not include the broker commission credit

<sup>1</sup>Shell rent (Firm Term) calculation: \$15.161125 per RSF multiplied by 9,578.29 RSF

Shell rent (None Firm Term) calculation: \$17.05389 per RSF multiplied by 9,578.29 RSF

<sup>2</sup>The Tenant Improvements of \$298,206.18 is amortized at a rate of 4.5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$3.804322 per RSF multiplied by 9,578.29 RSF”

**4. Section 1.04, Broker Commission and Commission Credit, is hereby deleted in its entirety and replaced with the following:**

**“1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)**

A. **UGL Services – Equis Operations** (“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 UGL Services – Equis Operations 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:

Month 1 Rental Payment of \$20,697.51 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Full Month’s Rent.

Month 2 Rental Payment of \$20,697.51 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Full Month’s Rent.

Month 3 Rental Payment of \$20,697.51 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Full Month’s Rent.”

**5. Section 1.05, Termination Rights, is hereby deleted in its entirety and replaced with the following:**

**“1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time, effective after August 12, 2018 by providing not less than 90 days’ prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.”

**6. Section 1.06, Renewal Rights, is hereby deleted in its entirety and replaced with the following:**

INITIALS: MPN & ent  
LESSOR GOVT

**"1.06 RENEWAL RIGHTS (AUG 2011)**

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

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 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."

**7. In accordance with Lease Section 1.12 entitled *Operating Cost Base*; the Lessor's base cost of services shall be \$36,438.90 per / annum and the base year is August 15, 2013.**

**8. In accordance with Lease Section 2.06 entitled *Real Estate Tax Adjustment*; the percentage of Occupancy is 5.51%. The percentage of Occupancy is derived by dividing the total Government Space of 9,578.29 RSF by the total Building space of 173,715 RSF.**

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

INITIALS: MM LESSOR & emt GOV'T