

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 4  TO LEASE NO. GS-06P-11008
ADDRESS OF PREMISES 550 West Douglas Avenue Wichita, Kansas 67203-6102	PDN Number: PS0020114

**THIS AGREEMENT**, made and entered into this date by and between PH 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 November 6, 2012 as follows:


1. Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
2. Paragraph 2 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 on November 6, 2012 through November 5, 2027, will be leased for a term of fifteen (15) years, with a firm term of ten (10) years subject to any termination rights as may be hereinafter set forth."
3. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

This Lease Amendment contains 3 pages.

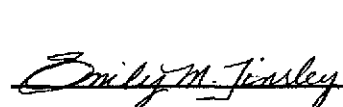
All other terms and conditions of the lease shall remain in force and effect.

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

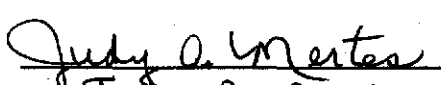
**FOR THE LESSOR:**

Signature:   
 Name: Christopher R. Ryan  
 Title: PH PR  
 Entity Name: PH Properties LLC  
 Date: 11-9-12

**FOR THE GOVERNMENT:**

Signature:   
 Name: Emily M. Tinsley  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, 6PRW  
 Date: 11-14-12

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Judy A. Mertes  
 Title: Executive Adm. Assistant  
 Date: 11-9-12

"The Government reserves the right to terminate this lease, in whole or in part, at any time on or after November 5, 2022 by giving the Lessor at least ninety (90) days' written notice. No rent shall accrue after the effective date of termination. Said notice shall be computed with the day after the post-marked mailing date."

4. Paragraph 4 of the Lease is hereby deleted in its entirety and replaced with the following:

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

Months	RSF	ABOA	Shell	Operating Base	Tenant Improvements	Total Annual Rent
Nov. 6, 2012-Feb. 5, 2013	12,497	11,497	\$0.00	\$0.00	\$0.00	\$0.00
Feb. 6, 2013-Nov. 5, 2022	12,497	11,497	\$234,756.96	\$71,859.91	\$41,607.64	\$348,224.51
Nov. 6, 2022-Nov. 5, 2027	12,497	11,497	\$149,001.12	\$71,859.91	\$0.00	\$220,861.03

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

PH Property, LLC  
1522 South Florence  
Wichita, Kansas 67209-2634"

5. Paragraph 7 of the lease is hereby deleted in its entirety and replaced with the following:

"The Lessor agrees to provide, install, and maintain all work items included in the proposal dated May 18, 2012, Change Order #1 dated July 11, 2012, Change Order #2 dated July 26, 2012, Change Order #3 dated August 29, 2012 and Change Order #4 dated October 5, 2012. The total tenant finish costs are \$972,331.50 and includes the initial Tenant Improvement Cost in the amount of \$966,663.00, Change Order #1 in the amount of \$42.50, Change Order #2 in the amount of \$5,115.00, Change Order #3 in the amount of \$739.00 and Change Order #4 in the amount of \$-228.00. In accordance with SFO Paragraph 3.2, Tenant Improvements Included in Offer, the Lessor agrees to provide a Tenant Improvement allowance in the amount of \$416,076.43 (11,497 ABOA X \$36.19) to be amortized over the firm term of the Lease (120 months) at 0.0%.

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 in the remaining amount of \$556,255.07 in a one-time lump-sum payment.

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, Contracting Officer  
Realty Services Division (6PRW)  
1500 E. Bannister Road  
Kansas City, MO 64131-3088

A proper invoice must include:

- PDN # PS0020114
- Name of the Lessor shown on the lease and invoice date
- Lease contract number, supplemental lease agreement number and building address
- Description, price, and quantity of property and services actually delivered or rendered

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- 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. Paragraph 8 of the Lease is hereby deleted in its entirety.
7. Paragraph 9.3 of the Solicitation For Offers, Fire Alarm System, is hereby deleted in its entirety and replaced with the following:

"The Lessor hereby agrees to install, maintain, and monitor a fire alarm system for all Government occupied space within the building. The cost for purchasing and installing the fire alarm system is included in the tenant improvement costs indicated in paragraph 5. The cost for maintaining, monitoring, and annual fees associated with the fire alarm system will be provided at no additional cost to the Government. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances by the jurisdiction in which the building is located.

The fire alarm system shall be maintained in accordance with the requirements of the applicable code or NFPA 72, National Fire Alarm Code. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station."

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

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