

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-01090
ADDRESS OF PREMISES 100 North Broadway Wichita, Kansas 67202-2212	PDN Numbers: PS0025962 (OSHA) PS0026326 (HHS OIG)

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 June 4, 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 June 4, 2013 and continuing for a period of 10 years, 5 years firm, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

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

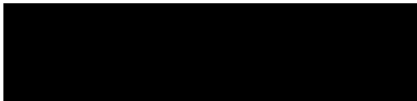
"The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

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.

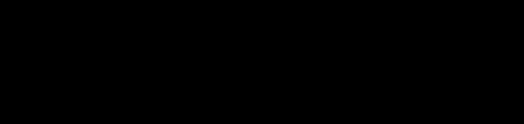
FOR THE LESSOR:

Signature: 
Name: _____
Title: Dir. of G&E
Entity Name: _____
Date: 6/4/13

FOR THE GOVERNMENT:

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

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Property Manager
Date: 6-4-2013

Block A ([REDACTED])

	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	\$6.818828	\$ 0.00	\$0.00
OPERATING COSTS	\$ 38,150.39	\$5.183477	\$ 38,150.39	\$5.183477
TOTAL ANNUAL RENT	\$223,511.78	\$30.368448	\$143,987.19	\$19.563477

1. The Tenant Improvement Allowance of \$250,932.86 is amortized a rate of 0 percent per annum over 5 years.

Block B ([REDACTED])

	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
TOTAL ANNUAL RENT	\$41,768.07	\$29.843922	\$27,380.06	\$19.563477

1. The Tenant Improvement Allowance of \$44,045.95 is amortized a rate of 0 percent per annum over 5 years..

3. Section 1.05, Termination Rights, of the Lease is hereby deleted in its entirety and replaced with the following:

"The Government may terminate this Lease, in whole or in part, at any time on or after June 4, 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 rent shall accrue after the effective date of termination."

4. The Lessor agrees to provide, install, and maintain all work items for Block A ([REDACTED]) included in Charge Order #1 dated February 20, 2013 in the amount of \$299.00, Change Order #2 dated March 11, 2013 in the amount of \$2,769.00, and Change Order #3 dated March 21, 2013 in the amount of \$-422.70. This brings the total TI costs for Block A to \$252,238.30. Of that amount, \$ 250,932.86 will be amortized into the rent as specified in the Lease

Upon completion, inspection, and acceptance of the work as substantially complete by the Contracting Officer or his/her representative, and submission of a proper invoice, the Government shall pay the Lessor a lump sum payment in the amount of \$1,305.44 for build-out costs in excess of the Tenant Improvement Allowance. Payment is contingent upon receipt of a proper invoice, which shall include:

- Name of the Lessor, which must appear exactly as shown on the Lease
- Invoice date
- GSA PDN# PS0025962 noted at top of invoice
- Lease contract number (GS-06P-01090), Lease Amendment number (LA 3), and address of leased premise
- Description, price, and quantity of property and services actually delivered or rendered
- "Remit to" address
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice

Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made. The original invoice must be send directly to the GSA Finance Office at the following address:

INITIALS:


LESSOR

&


GOV'T

General Services Administration
 FTS and PBS Payment Division
 PO Box 17181
 Forth Worth, TX 76102

A copy of the invoice must be provided to the following address:

General Services Administration
 Attn: Gayle Shepard, Lease Contracting Officer
 West Leasing Services (Code 6PRW)
 1500 East Bannister Road
 Kansas City, MO 64131

5. The Lessor agrees to provide, install, and maintain all work items in Change Order #4 for Block B () in the amount of 8,790.00. This brings the total TI cost for Block B to \$143,277.00. Of that amount, \$44,045.95 will be amortized into the rent as specified in the Lease.

Upon completion, inspection, and acceptance of the work as substantially complete by the Contracting Officer or his/her representative, and submission of a proper invoice, the Government shall pay the Lessor a lump sum payment in the amount of \$99,231.05 for build-out costs in excess of the Tenant Improvement Allowance. Payment is contingent upon receipt of a proper invoice, which shall include:

- Name of the Lessor, which must appear exactly as shown on the Lease
- Invoice date
- **GSA PDN# PS0026326 noted at top of invoice**
- Lease contract number (GS-06P-01090), Lease Amendment number (LA 3), and address of leased premise
- Description, price, and quantity of property and services actually delivered or rendered
- "Remit to" address
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice

Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made. The original invoice must be send directly to the GSA Finance Office at the following address:

General Services Administration
 FTS and PBS Payment Division
 PO Box 17181
 Forth Worth, TX 76102

A copy of the invoice must be provided to the following address:

General Services Administration
 Attn: Gayle Shepard, Lease Contracting Officer
 West Leasing Services (Code 6PRW)
 1500 East Bannister Road
 Kansas City, MO 64131

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

INITIALS:


 LESSOR

&


 GOVT