

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-06P-01095
LEASE AMENDMENT	
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 to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs and establish the final commission amount and credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned 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 on 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 1.03, 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.



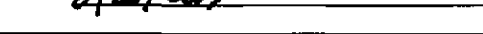
FOR THE LESSOR

Signature: 
Name: 
Title: 
Entity Name: LUX BUILDING, LLC
Date: 8/26/2013

FOR THE GOVERNMENT

Signature: 
Name: 
Title: 
GSA, Public Buildings Service, 6PRW
Date: 8/29/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: 
Date: 8/26/2013

MM

	FIRM TERM (8/15/13 – 8/14/18)	NON FIRM TERM (8/15/18 – 8/14/23)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 55,166.72	\$ 62,961.20
TENANT IMPROVEMENTS RENT ²	\$33,595.91	\$ 0.00
OPERATING COSTS ³	\$ 22,571.39	\$ 22,571.39
TOTAL ANNUAL RENT	\$111,334.02	\$85,532.59

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

Shell rent (Non-Firm Term) calculation: \$13.684243 per RSF multiplied by 4,601 RSF

²The Tenant Improvement Allowance of \$150,172.00 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. The BCOS is \$22,571.39 and the Base Year is Aug 15, 2013.
The Above rental rates do not include the broker commission credit

3.) Section 1.04, Broker Commission and Commission Credit, of the Lease is hereby deleted in its entirety and replaced with the following:

"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:

Month 1 Rental Payment \$9,277.84 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*

Month 2 Rental Payment \$9,277.84 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.*

Month 3 Rental Payment \$9,277.84 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3RD Month's Rent.*

Month 4 Rental Payment \$9,277.84 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 1.05, 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, effective after the firm term of this Lease, August 14, 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".

5.) Section 1.06, Renewal Rights, of the Lease is hereby deleted in its entirety and replaced with the following:

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

INITIALS: MM & SS
LESSOR & GOV'T

MM

	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."

6.) The Lessor and the Government have agreed that the total cost of Tenant Improvements is **\$150,172.00**. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements. The total cost of the Tenant Improvements has been amortized over the first five (5) years of the term of the lease agreement and shall be paid monthly in arrears at an annual interest rate of 4.5% beginning upon the Government's acceptance of the tenant improvements, August 15, 2013.

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

INITIALS: MM LESSOR & GS GOVT