

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-06P-LKS31041
ADDRESS OF PREMISES: 7920 West Kellogg Avenue Wichita, Kansas 67920-2159	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between [REDACTED]

whose address is: [REDACTED]

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 September 27, 2014 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 September 27, 2014 and continuing for a period of 10 years, 5 years firm, expiring September 26, 2024, 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 2 pages.

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

FOR THE LESSOR:

Signature: [REDACTED]
Name: [REDACTED]
Title: Owner
Entity Name: [REDACTED]
Date: 9/18/14

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: GSA, Public Buildings Service, of RW
Date: 9-25-14

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Sue F Bair
Title: _____
Date: 9/18/14

	FIRM TERM (8/27/14 – 8/26/19)	NON FIRM TERM (8/27/19 – 8/26/2024)
	ANNUAL RENT	ANNUAL RENT
BLOCK A-OFFICE SHELL RENT ¹	\$33,709.62	\$33,709.62
BLOCK B-WAREHOUSE SHELL RENT ²	\$6,726.27	\$6,726.27
TENANT IMPROVEMENTS RENT ³	\$5,715.99	\$0.00
OPERATING COSTS ⁴	\$18,091.51	\$18,091.51
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$64,243.39	\$58,527.40

¹Office shell rent calculation: Office shell of \$11.67230609 per RSF multiplied by 2,888 RSF

²Warehouse shell rent calculation: Warehouse shell of \$4.554008125 per RSF multiplied by 1,477 RSF.

³The Tenant Improvement Allowance of \$24,638.56 is amortized at a rate of 6.0 percent per annum over 5 years.

⁴Operating Costs rent calculation: \$4.14467583 per RSF multiplied by 4,365 RSF

⁵Parking costs described under sub-paragraph H below

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. **Savills 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 **Savills 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 \$5,353.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month’s Rent.

Month 2 Rental Payment \$5,353.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month’s Rent.

Month 3 Rental Payment \$5,353.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month’s Rent.”

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, September 26, 2019, 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.) The Lessor and the Government have agreed that the total cost of Tenant Improvements is **\$24,638.56**. 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 6.0 % beginning upon the Government’s acceptance of the tenant improvements, September 27, 2014.

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

INITIALS:


LESSOR

&


GOV'T