

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-01095
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 include Change Orders #1 and #2, and 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 15, 2013 as follows:

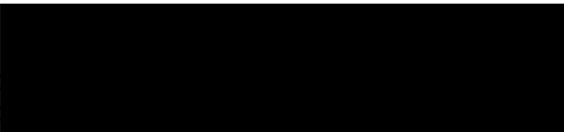

1.) The Lessor and the Government have agreed that the total cost of Tenant Improvements shall be increased to include Change Order #1 (\$1,006.28) and Change Order #2 (\$539.37) and the new total cost of Tenant Improvements is **\$151,717.65**. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements. The Tenant Improvement cost of \$150,172.00 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. The Change Orders of \$1,545.65 has been amortized for 59 months beginning upon the Government's acceptance of the change orders, September 15, 2013.

This Lease Amendment contains 2 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.

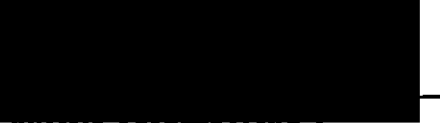

FOR THE LESSOR:

Signature: 
 Name: 
 Title: Manager, Vice President
 Entity Name: LUX BUILDING, LLC
 Date: 9/16/2013

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: GSA, Public Buildings Service, 6PRW
 Date: 9-19-13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: 
 Title: Assistant
 Date: 9/18/13

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:

	FIRM TERM (8/15/13 – 9/14/13)	FIRM TERM (9/15/13 – 8/14/18)	NON FIRM TERM (8/15/18 – 8/14/23)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 55,166.72	\$ 55,166.72	\$ 62,961.20
TENANT IMPROVEMENTS RENT ²	\$ 33,595.91	\$ 33,946.92	\$ 0.00
OPERATING COSTS ³	\$ 22,571.39	\$ 22,571.39	\$ 22,571.39
TOTAL ANNUAL RENT	\$111,334.02	\$111,685.03	\$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. The approved Change Orders of \$1,545.65 are amortized at a rate of 4.5 percent per annum over 59 months.

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.

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 \$9,307.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.*

Month 3 Rental Payment \$9,307.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3RD Month's Rent.*

Month 4 Rental Payment \$9,307.09 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.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: MPD & YSS
LESSOR & GOVT