

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. GS-06P-00094

330 POYNTZ AVE.
MANHATTAN, KS 66502-6194

THIS AGREEMENT, made and entered into this date by and between VAULT VENTURES, LC

whose address is 1063 WILDCAT CREEK RD
MANHATTAN, KS 66503-9765

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 September 25, 2012, as follows:

1. Paragraph 1 of the lease is hereby deleted and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 2,140 rentable square feet (RSF) of office and related space, which yields 1,600 ANSI/BOMA Office Area square feet (ABOA) of space in a building located at 330 Poyntz Ave., Manhattan, KS to be used for such purposes as determined by the General Services Administration described in Exhibit 3A which is attached hereto and made a part of this lease."

2. Paragraph 2 of the lease is hereby deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 25, 2012 and continuing through September 24, 2027."

(See attached page 2 of 2 and Exhibit 3A)

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: [Signature]
Name: Val Ventrone
Title: CEO
Entity Name: VAULT VENTURES, LC
Date: 10/15/12

FOR THE GOVERNMENT:

Signature: [Signature]
Name: Emily M. Tinsley
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10.15.12

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Molly Brodman
Title: Office Manager
Date: 10/11/2012

3. Paragraph 3 of the lease is hereby deleted and replaced with the following:

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

	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent	Rate/USF
9/25/12 - 9/24/17	2,140	1,600	\$35,136.00	\$12,290.00	\$7,630.42	\$2,452.64	\$57,509.06	\$35.94316
9/25/17 - 9/24/22	2,140	1,600	\$38,016.00	\$12,290.00	\$7,630.42	\$2,452.64	\$60,389.06	\$37.74316
9/25/22 - 9/24/27	2,140	1,600	\$41,040.00	\$12,290.00	\$0.00	\$0.00	\$53,330.00	\$33.33125

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

VAULT VENTURES, LC
 1083 WILDCAT CREEK RD
 MANHATTAN, KS 66503-9765"

4. Paragraph 4 of the lease is hereby deleted and replaced with the following:

"4. Included in the rental consideration is a tenant improvement allowance (\$58,000.00) and building specific security allowance (\$18,000.00) provided by the Lessor for a total of \$74,000 to be amortized over 10 years (120 months) at 6.5% interest."

5. Paragraph 5 of the lease is hereby deleted and replaced with the following:

"5. The Government may terminate this lease in whole or in part at any time after September 24, 2022 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

6. The Government hereby accepts Change Order #4 for flex conduit for furniture for [redacted] and Change Order #5 for 5 additional fire alarm strobe units in Rooms 1, 5, 10, 13, and 7/9 for [redacted], moving a thermostat for [redacted], installation of man bars in the supply and return air duct that penetrates wall type A2 in room 206A for [redacted], and additional power for the Alphone for [redacted]. The total amount approved for change orders #4 and #5 is \$4,758.29.

Upon completion, inspection, and acceptance of the work by the Contracting Officer and submission of proper invoice, the Government agrees to compensate the ~~\$4,586.03~~ in a one-time lump-sum payment. All payments will be in accordance with the Prompt Payment Act. **\$4,758.29** *kk emt*

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

Initials: KK & emt
 Lessor Government

A proper invoice must include:

- PDN # PS0024545
- 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.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

Initials: VK & ent
Lessor Government