

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-06P-LKS31018
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES Epic Center, 301 N. Main Street, Wichita, KS 67202-4812	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **BACM 2005-3 Main Woodlawn LLC**

whose address is: 1601 Washington Ave.  
Suite 700  
Miami Beach, FL 3139-3165

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 provide a Notice to Proceed for specific improvements and alterations as described below.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution of this Lease Amendment by the GSA Contracting Officer as follows:

1. The Lessor agrees to fund and amortize in the rent an additional \$74,532.64 for initial tenant improvements. Upon completion, inspection, and acceptance, this amount shall be amortized over the remaining firm term of the lease at 6%.
2. The Lessor agrees to fund and amortize in the rent an additional \$13,456.40 for initial building specific amortized capital. Upon completion, inspection, and acceptance, this amount shall be amortized over the remaining firm term of the lease at 6%.
3. The Government hereby accepts the Lessor's Initial Tenant Improvement (TI) Proposal dated May 4, 2015 in the amount of \$349,762.00 and the Initial Building Specific Amortized Capital (BSAC) Proposal dated May 4, 2015 in the amount of \$53,503.00 for the Lessor to provide, install, and maintain all work associated with initial space improvements. All work shall be completed in accordance with the Government's Special Requirements, the Lease, and the approved Design Intent Drawings (DIDs).

Upon completion, inspection, and acceptance of the work by the Contracting Officer, \$349,762.00 of TI and \$53,503.00 of BSAC will be amortized in the rent for the remaining firm term of the lease at 6%.

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: Vice President  
 Entity Name: BACM 2005-3 Main Woodlawn LLC  
 Date: May 15, 2015

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 6/1/15

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: Ryan Penneys  
 Title: Sr. Analyst  
 Date: May 15, 2015

4. Paragraph 1.03 A of the lease is deleted and replaced with the following:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, as follows:

Date	RSF	ABOASF	Shell	Base Cost Of Services	Ti <sup>1</sup>	BSAC <sup>2</sup>	Parking	Total Annual Rent
5/17/2014 to completion, inspection, and acceptance of improvements	21,170	18,203	\$282,946.71	\$90,928.41	\$ -	\$ -	\$ -	\$373,875.12
Completion, inspection, and acceptance of improvements to 5/16/2019	21,170	18,203	\$282,946.71	\$90,928.41	\$111,040.56	\$16,985.88	\$ -	\$501,901.56
5/17/2019 to 5/16/2024	21,170	18,203	\$282,946.71	\$90,928.41	\$ -		\$ -	\$373,875.12

<sup>1</sup> The Tenant Improvement Allowance of \$349,762.00 will be amortized at a rate of 6 percent per annum over the remaining firm term upon completion, inspection, and acceptance of the improvements and also in accordance with paragraph 1.03 B of the lease.

<sup>2</sup> The Building Specific Amortized Capital (BSAC) of \$53,503.00 will be amortized at a rate of 6 percent per annum over the remaining firm term upon completion, inspection, and acceptance of the improvements and also in accordance with paragraph 1.03 C of the lease"

INITIALS:  LESSOR &  GOVT