

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3r
	TO LEASE NO. GS-06P-LKS31018
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 \$19,190.62 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 Government hereby accepts the Lessor's proposal for Change Order #1, revision of wallpaper type, dated July 10, 2015 in the amount of [REDACTED]; Change Order #2, new door, frame, and hardware, dated August 5, 2015 in the amount of [REDACTED]; Change Order #3, wallpaper in Room 125A, dated August 10, 2015 in the amount of [REDACTED]; and Change Order #4, painting 77 door frames, dated August 18, 2015 in the amount of [REDACTED]. This brings the total approved Tenant Improvement (TI) costs to \$368,952.62. The Lessor shall 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, \$368,925.62 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:
[REDACTED]
Signature: _____
Name: Steven D. Ferreira
Title: Vice President
Entity Name: _____
Date: 8/24/15

FOR THE GOVERNMENT:
[REDACTED]
Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/26/15

WITNESSED FOR THE LESSOR BY:
[REDACTED]
Signature: _____
Name: ARIELA
Title: SENIOR ANALYST
Date: 8/24/2015

3. 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 ¹	BSAC ²	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	\$117,133.08	\$ 16,985.84	\$ -	\$ 507,994.04
5/17/2019 to 5/16/2024	21,170	18,203	\$ 282,946.71	\$ 90,928.41	\$ -		\$ -	\$ 373,875.12

¹ The Tenant Improvement Allowance of \$368,952.62 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.

² 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: SA & esmt
LESSOR GOVT