

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 03
	TO LEASE NO. GS-06P-LKS00052
ADDRESS OF PREMISES 3207 North Cypress Street Wichita, Kansas 67226-4005	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Boyd Wichita II GSA, LLC** a *Delaware limited liability company*

whose address is: 1 North Wacker Drive
Suite 4025
Chicago, Illinois 60606-2807

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to establish the Notice to Proceed for construction related to the expanded Scope of Work (SOW) items contained in the Lessor's pricing document dated 11/28/2017.

Exhibits of this Lease Amendment are in addition too, and not in replacement of the Exhibits of the original Lease, which remain in effect, except as expressly amended here.

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 **December 14, 2017** as follows:

1. This LA shall serve as the Notice to Proceed with the work detailed below.

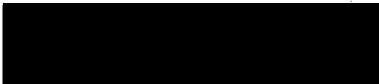
The Government hereby accepts the Lessor's proposal dated 11/28/2017 (Exhibit 3A) to provide, install, and maintain tenant improvements in the amount of **\$17,634.00**. All work shall be completed in accordance with the Government's scope of work (Exhibit 3B). Cost overrun and ambiguities shall remain the responsibility of the Lessor.

This Lease Amendment contains 2 pages and the attached Exhibits 3A and 3B.

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: Kristen Franke
 Title: Vice President – Asset Management
 Entity Name: Boyd Wichita II GSA, LLC
 Date: 12/20/2017

FOR THE GOVERNMENT:

Signature: 
 Name: Emily M. Winsley
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 1/2/18

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: BRIAN R. OER
 Title: VICE PRESIDENT
 Date: 12/20/2017

2. The Lessor agrees to fund an additional [REDACTED] for unforeseen circumstances resulting in change orders. The Government, at its sole discretion, shall make decisions as to the use of the construction contingency. The Government may use all or part of the construction contingency. The Government may return to the Lessor any unused portion of the contingency in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term. No change order work shall occur without a written Notice to Proceed from the Lease Contracting Officer.
3. Lease paragraph 1.03 A, *Rent and Other Consideration*, is deleted in its entirety and replaced with the following:
- A. "The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	11/01/2016 – Alterations Substantial Completion Date	Alterations Substantial Completion Date – 10/31/2019	11/01/2019 – 10/31/2022	11/01/2022 – 10/31/2026
	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$244,804.95	\$244,804.95	\$257,791.95	\$270,778.95
Tenant Improvements Rent ²	\$22,399.82	\$22,399.82	\$22,389.82	\$22,389.82
Tenant Improvements Rent ³	\$ --	\$16,545.74	\$16,545.74	\$16,545.74
Operating Costs ⁴	\$77,050.00	\$77,050.00	\$77,050.00	\$77,050.00
Total Annual Rent	\$344,254.77	\$360,800.51	\$373,777.51	\$386,764.51

¹ Shell rent calculation:

(11/01/2016 – 10/31/2019) **\$18.85** per RSF multiplied by **12,987** RSF

(11/01/2019 – 10/31/2022) **\$19.85** per RSF multiplied by **12,987** RSF

(11/01/2022 – 10/31/2026) **\$20.85** per RSF multiplied by **12,987** RSF

² Tenant Improvements of **\$172,000.00** are amortized at a rate of **5.5%** per annum over **10** years.

³ Tenant Improvements of **\$113,000.00** are amortized at a rate of **5.5%** per annum over the remaining Lease term.

The amortization schedule shown in the table above assumes 103 months and shall be revised through a formal Lease Amendment upon the Government's acceptance of the Alterations. The actual cost of Tenant Improvements shall be reconciled and the rent shall be adjusted accordingly upon final acceptance of the alterations project.

⁴ Operating Costs rent calculation: **\$5.93285593** per RSF multiplied by **12,987** RSF"

4. Lease paragraph 1.08 A, *Tenant Improvement Rental Adjustment*, is deleted in its entirety and replaced with the following:
- A. "The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$285,000.00**, or **\$21.945022** per RSF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the remaining term of this Lease at an annual interest rate of **5.5%** percent."

The actual cost of Tenant Improvements shall be reconciled and the rent shall be adjusted accordingly upon final acceptance of the alterations project.

Any changes which result in a financial change to the Lease agreement, of any type, must be approved in writing by the GSA Lease Contracting Officer.

INITIALS: XF & ent
LESSOR GOVT