

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	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 **Ruffin Epic, LLC**

whose address is: C/O Ruffin Companies
1522 S. Florence Street
Wichita, KS 67209-2634

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 Lease Contracting Officer as follows:

1. The Lessor agrees to fund and amortize in the rent an additional \$2,570.00 for 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 #5, removal and replacement of carpet in Copy Room #223, dated October 21, 2015 in the amount of [REDACTED], as well as Change Order #5, removal and replacement of stair treads in Stairwell 129/244, dated October 21, 2015 in the amount of [REDACTED]. This brings the total approved Tenant Improvement (TI) costs to \$371,522.62. 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, \$371,522.62 of TI and \$53,503.00 of BSAC will be amortized into 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

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: [REDACTED] FRIN
 Title: _____
 Entity Name: RUFFIN EPIC, LLC
 Date: 11-12-16

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 11/12/16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: ERIN GARDNER
 Title: ADMIN ASSISTANT
 Date: 11-12-16

3. Paragraph 1.03A 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, at the following rates:

Date	RSF	ABOA SF	Shell	Base Cost of Services	TI ¹	BSAC ²	Parking	Total Annual Rent
05/17/2014 To completion, inspection, and acceptance of improvements	21,170	18,203	\$282,946.71	\$90,928.41	\$0.00	\$0.00	\$0.00	\$373,875.12
Completion, inspection, and acceptance of improvements to 05/16/2019	21,170	18,203	\$282,946.71	\$90,928.41	\$123,251.23	\$17,749.42	\$0.00	\$514,875.77
05/17/2019 to 05/16/2024	21,170	18,203	\$282,946.71	\$90,928.41	\$0.00	\$0.00	\$0.00	\$373,875.12

¹The Tenant Improvement Allowance of \$371,522.62 is 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 1.03B of the Lease.

²Building Specific Amortized Capital (BSAC) of \$53,503.00 is 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 1.03C of the Lease."

INITIALS: *Ph* LESSOR & *Govt* GOVT