

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 5</b>
<b>ADDRESS OF PREMISES</b> <u>6460 Busch Boulevard</u> 6460 Busch Boulevard Columbus, OH 43229-1753	<b>TO LEASE NO. GS-05B-LOH19039</b> <b>PDN Number: PS0035454</b>

**THIS AGREEMENT**, made and entered into this date by and between **KEG 6460 Busch, LLC**, whose address is: **2700 McKinley Ave. - Suite 204 Columbus, OH 43204-3647**, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the **Government** provided its design intent drawings to the Lessor; and **WHEREAS**, the **Lessor** has used such intents to develop construction drawings; and **WHEREAS**, the **Lessor** has provided pricing for such tenant improvements associated with the aforementioned drawings; and **WHEREAS**, the parties hereto desire to amend the above Lease to provide the Notice to Proceed to construct Tenant Improvements, as further described below.

**WHEREAS**, Lease Amendment (LA) 1, made effective 6/13/16, was issued to provide notice to proceed (NTP) for the construction of Tenant Improvements (TIs) in the amount of \$912,133.30, of the total \$1,362,289.26; the remaining balance of TIs needed was \$450,155.96.

**WHEREAS**, Lease Amendment (LA) 2, made effective 7/1/2016, was issued to provide notice to proceed (NTP) for the construction of Tenant Improvements (TIs) in the amount of \$1,362,289.26; Lease Amendment 2 funded the outstanding balance of \$450,155.96 via RWA N1532315 remaining from Lease Amendment 1 NTP.

**WHEREAS**, Lease Amendment (LA) 3, made effective 9/1/2016, was issued to provide notice to proceed (NTP) for the construction of Tenant Improvements (TIs) in the amount of \$1,396,610.08; Lease Amendment 3 funded the change order for Category 6a ("Cat 6a") cabling which increased the cost of Tenant Improvements by \$36,321.12 increasing the outstanding balance to \$484,476.78 which is being funded via RWA N1532315.

**WHEREAS**, Lease Amendment (LA) 4, made effective 10/26/2016, was issued to provide notice to proceed (NTP) for the construction of Tenant Improvements (TIs) in the amount of \$1,460,765.01; Lease Amendment 4 funded the change order for 1) Sixty-four additional Cat6a cable drops; 2) PSA Lab change for uninstal/reinstall work; 3) S/W wall epoxy; 4) Wall epoxy labor; 5) Electrical changes in lab; 6) Omega - Architectural/Mechanical changes for lab; 7) Floor epoxy; and 8) Drywall material and drywall installation (lab cover of RFP). which increased the cost of Tenant Improvements by \$98,445.75 increasing the outstanding balance to \$548,601.71 which is being funded via RWA N1532315.

**WHEREAS**, the parties hereto desire to amend the above Lease to 1) establish the term of the lease; 2) establish the space being leased 3) establish the effective date of the lease; 4) establish the annual rent for the lease; and 5) establish the termination rights of the lease.

**NOW THEREFORE**, these parties for the good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 10/27/2016, as follows:

#### 1. Lease Term

**TO HAVE AND TO HOLD** the said premises with their appurtenances for a term of fifteen (15) years, five (5) years firm, beginning on October 27, 2016 and continuing through 11:59:59 p.m. on October 31, 2031.

This Lease Amendment contains three (3) 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: **KEG 6460 Busch, LLC**

FOR THE GOVERNMENT:

Signature:

Signature:

Name: **THOMAS WERNER**

Name:

Title: General Manager

Title:

Entity Name: **KEG 6460 Busch, LLC**

Title:

Date:

Date:

11/28/16

11/28/16

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

JULIE PERIGO  
CONTROLLER

11/28/16

**2. Premises**

- A. Office and related space: 20,338.00 rentable square feet (RSF), yielding 019,370 ANSI/BOMA Office Area (ABOA) square feet (SF) of office space located on the 1<sup>st</sup> floor and encompassing the entire 1<sup>st</sup> floor of the building, as depicted in the floor plans. Additionally, a 2,400 square foot ware yard area located in the parking lot of the building.
- B. The Common Area Factor (CAF) is established as 5 percent (Decimal 1.05). This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**3. Effective Date**

The effective date of Lease GS-05B-LOH19039 is October 27, 2016. This lease will be in effect for fifteen (15) years, with a five (5) year firm term. The anniversary date for annual escalations and operating cost adjustments will be October 27<sup>th</sup> of each year.

**4. Termination Rights**

The Government may terminate this Lease, in whole or in part, at any time, effective after 11:59:59 p.m. on 10/31/2021, by providing not less than ninety (90) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**5. Annual rent**

**Year 1** - The Government shall pay the Lessor annual rent of \$407,042.97 in arrears (\$20.01 RSF/\$21.01/USF), \$33,920.25/monthly, for one (1) year and consists of: shell rent (including taxes); \$100,673.10 (\$4.95/RSF or \$5.20/USF), operating expenses; \$104,790.00 (\$5.15/RSF or \$5.41/USF) and \$201,579.87 (\$9.91/RSF or \$10.41/USF) in amortized Tenant improvements over 12 months at a rate of 4.00%. The rental payment for the 1st month of lease, October 2016, will be prorated for 4 days. The Lessor has provided a rental credit of [REDACTED] for the month of November 2016 to the Government. The Lessor has provided a rental credit of [REDACTED] for the month of December 2016 to the Government.

**Years 2-5** - The Government shall pay the Lessor annual rent of \$418,842.97 (\$20.59/RSF/\$21.62/USF), in arrears, \$34,903.58/monthly, for four (4) years, and consists of: shell rent (including taxes); \$100,673.10 (\$4.95/RSF or \$5.20/USF), operating expenses; \$116,590.00 (\$5.73/RSF or \$6.02/USF) and \$201,579.87 (\$9.91/RSF or \$10.41/USF) in amortized Tenant improvements over 48 months at a rate of 4.00%. Rent for a lesser period shall be prorated. Per the lease, operating expenses will be adjusted per the Consumer Price Index (CPI) annually.

**Years 6-10** - The Government shall pay the Lessor annual rent of \$ 225,398.20 for years 6-10 (\$11.08/RSF or \$11.64/USF) at the rate of \$18,783.18 per month, in arrears, and consists of: shell rent (including taxes); \$108,808.20 (\$5.35/RSF or \$5.62/USF) and operating expenses; \$116,590.00 (\$5.73/RSF or \$6.02/USF).

**Years 11-15** - The Government shall pay the Lessor annual rent of \$ 237,601.10 for years 11-15 (\$11.68/RSF or \$12.27/USF) at the rate of \$19,800.09 per month, in arrears, and consists of: shell rent (including taxes); \$121,011.10 (\$5.95/RSF or \$6.25/USF) and operating expenses; \$116,590.00 (\$5.73/RSF or \$6.02/USF).

Rent Period	Scheduled Annual Rent	Scheduled Monthly Rent
Year 1	\$407,042.97	\$33,920.25
Years 2-5	\$418,842.97	\$34,903.58
Years 6-10	\$225,398.20	\$18,783.18
Years 11-15	\$237,601.10	\$19,800.09
[REDACTED] (Renewal Option)	[REDACTED]	[REDACTED]

INITIALS:


  
LESSOR

&amp;


  
GOVT



	FIRM TERM (YEAR 1)	NON FIRM TERM (YEARS 2-5)	NON FIRM TERM (YEARS 6-10)	NON FIRM TERM (YEARS 11-15)	NON FIRM TERM RENEWAL OPTION
	ANNUAL RENT	ANNUAL RENT			
SHELL RENT <sup>1</sup>	\$ 100,673.10	\$ 100,673.10	\$108,808.20	\$121,011.10	
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 201,579.87	\$ 201,579.87			
OPERATING COSTS <sup>3,4</sup>	\$ 104,790.00	\$116,590.00	\$116,590.00	\$116,590.00	
TOTAL ANNUAL RENT	\$ 407,042.97	\$418,842.97	\$225,398.20	\$237,601.10	

<sup>1</sup>Shell rent (Firm Term) calculation: \$4.95 per RSF multiplied by 20,338 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$912,133.30, is amortized at a rate of 4.00 percent per annum over 5.0 years.

<sup>3</sup>Operating Costs rent calculation: \$5.15 per RSF multiplied by 20,338 RSF

<sup>4</sup> Operating Costs rent calculation: \$5.73 per RSF multiplied by 20,338 RSF and is the valid rate for years 2 through the Renewal Option

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

KEG 6460 Busch, LLC,  
2700 McKinley Ave. - Suite 204  
Columbus, OH 43204-3647

INITIALS:

*Tw*

LESSOR

&

*Gov't*