

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-05P-LOH19290
LEASE AMENDMENT	PDN Number – PS0036250
ADDRESS OF PREMISES 395 EAST BROAD STREET COLUMBUS, OH 43215-3844	

**THIS AMENDMENT** is made and entered into between Curtis Investments – Columbus, LLC

whose address is: 5641 SMU Blvd. Suite 100  
Dallas, TX 75206-5026

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

**WHEREAS**, the parties hereto desire to amend the above Lease.

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 by the Government as follows:

- 1) To incorporate Change Orders 7-11, attached as Exhibit 'A', into the Lease; and
- 2) Establish substantial completion and incorporate punch list, attached as Exhibit B; and
- 3) To replace the LEASE TERM; and
- 4) To establish the termination date of the lease; and
- 5) To establish the total cost of the TIs and BSAC and provide the method of payment

This Lease Amendment contains 11 pages including Exhibit 'A' & 'B'

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR**

Signature: [Redacted]  
Name: [Redacted]  
Title: President  
Entity Name: Curtis Investments - Columbus LLC  
Date: 5/17/17

**FOR THE GOVERNMENT:**

Signature: [Redacted]  
Name: [Redacted]  
Title: Lease Contracting Officer  
General Services Administration  
Date: 5-17-17

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
Name: [Redacted]  
Title: Vice President  
Date: 5/17/17

- 1.) You are hereby authorized to proceed with the Change Orders listed below in the total amount of (\$308.45), attached as Exhibit A. Total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment the Change Orders have been reviewed and found fair and reasonable.

You are hereby authorized to proceed with construction of tenant improvement for the following changes:

C/O #	Description	Amount
7	Relocate Power/Data	
8	Credit for Door Frames at 100B and 100C	
9	Extend wall to deck in Room 214	
10	Credit for Asphalt Trench	
11	Relocated Data Drop in Room 213	
<b>TOTAL</b>		<b>(\$308.65)</b>

The total amount of (\$308.65) will be credited back to the Government.

- 2.) The [REDACTED] Columbus, OH Punch List dated April 25, 2017 (attached as Exhibit B) shall be incorporated into the Lease.
- 3.) LEASE TERM is deleted in its entirety and replaced with the following:

To Have and To Hold the said Premises with its appurtenances for the term beginning on May 8, 2017 and continuing for a period of 15 years, expiring on May 7, 2032, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

- 4.) Section 1.05 TERMINATION RIGHTS is deleted in its entirety and replaced with the following:

#### 1.05 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part at any time effective after May 7, 2027, by providing not less than 90 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

- 5.) The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders, is \$2,133,091.80, and Building Specific Amortized Capital (BSAC) in the amount of \$457,838.07, for a total of \$2,590,929.87. Of the \$2,133,091.80 Tenant improvement costs, only \$651,153.64 are amortized into the rent for ten (10) years at the rate of 6.0% as described in the Lease. The remaining \$1,481,938.16 shall be paid to Lessor upon completion as described herein. Of the \$457,838.07 BSAC costs, only \$137,344.00 are amortized into the rent for ten (10) years at the rate of 6.0% as described in the Lease. The remaining \$320,494.07 shall be paid to Lessor upon completion as described herein. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,802,432.23 (TI payment of \$1,481,938.16, and BSAC payment of \$320,494.07), upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Additional assistance is available from the Finance Customer Service Line at 817-978-2408. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A Copy of the invoice must be provided to the Project Manager at the following address:

General Services Administration

INITIALS:

cc  
LESSOR

&

CR  
GOV'T