

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-05P-LOH19290
ADDRESS OF PREMISES 395 East Broad Street Columbus, OH 43215-3844	PDN Number: N/A

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

whose address is: **5641 SMU Blvd, Ste. 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 Lease to: 1. Remove the by July 1, 2017 lease commencement date; 2. Add 54 ABOA SF, 347 RSF, and change the CAF; 3. Revise the Amortized Tenant Improvements amortized into the Lease; 4. Reestablish the annual rent, commission, and commission credit; 5. Revise the Agency Specific Requirements and Floor Plans for the space; 6. Change the Percent of Space Occupied for tax purposes; and 7. Change the Operating Cost Base.

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 **Government execution** as follows:

1. The TO HAVE AND TO HOLD Paragraph on page 1 of the Lease is deleted in its entirety and replaced as follows:

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **November 3, 2016** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

15 Years, 10 Years Firm

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

(Continued on page 2)

This Lease Amendment contains 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:

Signature: [Redacted]

Name: Chris Curtis

Title: President

Entity Name: Curtis Investments – Columbus, LLC

Date: 08/25/2016

FOR THE GOVERNMENT:

Signature: [Redacted]

Name: Christine M. Reynolds

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 08/25/2016

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: J. Robt Hopkins

Title: Vice President

Date: 8/25/16

2. Section 1.01 THE PREMISES and Exhibit A – Floorplans (2 pages) of the Lease are hereby deleted in their entirety and replaced as follows:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **16,467** rentable square feet (RSF), yielding **14,980** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st and 2nd** floors of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.0992657** percent. 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. Section 1.03 RENT AND OTHER CONSIDERATION, Subparagraph A and B of the Lease are deleted in their 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:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ^{1,2}	\$ 278,380.00	\$ 372,198.94
TENANT IMPROVEMENTS RENT ³	\$ 86,749.68	\$ 0.00
OPERATING COSTS ⁴	\$ 79,655.54	\$ 79,655.54
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁵	\$ 18,297.60	\$ 0.00
PARKING ⁶	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$ 463,082.82	\$ 451,854.48

¹ Shell rent calculation:

(Firm Term) \$16.905326 per RSF multiplied by 16,467 RSF

(Non Firm Term) \$22.602717 per RSF multiplied by 16,467 RSF

² Three (3) months of fully abated rent shall be included at the beginning of the Firm Term.

³ The Tenant Improvement Allowance of \$651,153.64 is amortized at a rate of 6 percent per annum over 10 years.

⁴ Operating Costs rent calculation: \$4.837283 per RSF multiplied by 16,467 RSF

⁵ Building Specific Amortized Capital (BSAC) of \$137,344.00 are amortized at a rate of 6 percent per annum over 10 years

⁶ Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **14,980** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517B.

4. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT of the Lease is deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. **DTZ Americas, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **DTZ Americas, Inc.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 4 Rental Payment **\$38,590.24** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

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Month 5 Rental Payment \$38,590.24 minus prorated Rent.*	Commission Credit of [REDACTED]	equals [REDACTED]	adjusted 5 th Month's
Month 6 Rental Payment \$38,590.24 minus prorated Rent.*	Commission Credit of [REDACTED]	equals [REDACTED]	adjusted 6 th Month's
Month 7 Rental Payment \$38,590.24 minus prorated Rent.*	Commission Credit of [REDACTED]	equals [REDACTED]	adjusted 7 th Month's
Month 8 Rental Payment \$38,590.24 minus prorated Rent.*	Commission Credit of [REDACTED]	equals [REDACTED]	adjusted 8 th Month's
Month 9 Rental Payment \$38,590.24 minus prorated Rent.*	Commission Credit of [REDACTED]	equals [REDACTED]	adjusted 9 th Month's

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

5. Section 1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013) - Replace Exhibit A "FLOOR PLANS" with the attached (2 pages).

6. Section 1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013) - Replace Exhibit C "AGENCY SPECIAL REQUIREMENTS" with the attached dated 4/15/2014 (36 pages).

7. SECTION 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) of the Lease is deleted in its entirety and replaced with the following:

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **45.74167** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **16,467** RSF by the total Building space of **36,000** RSF.

8. SECTION 1.15 OPERATING COST BASE (SEP 2013) of the Lease is deleted in its entirety and replaced with the following:

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$4.837283** per RSF (**\$79,655.54**/annum).

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