

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-05P-LIN19329
ADDRESS OF PREMISES: Keystone Office Building 328 Ley Road Fort Wayne, IN 46825-5220	PDN Number: Not Applicable

THIS AGREEMENT, made and entered into this date by and between

Keystone Realty Ltd.
202 W. Berry St., Ste. #800
Fort Wayne, IN 46825-2248

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 24, 2015, as follows:


This Lease Amendment No. 5 establishes the occupancy/rent commencement date, final cost of the Tenant Improvements amortized in the lease, and corrects the TI amortization rate mistakenly captured in Lease Amendments #1, #2, #3 and #4.


- 1) GSA inspected and accepted the Premises on August 24, 2015. Thus, this establishes the rent commencement date as the same, August 24, 2015. The 10 year term of the lease will terminate on August 23, 2025.
- 2) Final total cost of the Tenant Improvements (TI) to be amortized into the firm term of the lease is \$235,298.35. This amount, amortized at the established rate of 6%, equals \$272,938.57. Annually this equals \$54,587.71 for each year in the five (5) year firm term.


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 
Signature: _____
Name: _____
Title: Managing Partner
Entity Name: Keystone Realty Ltd
Date: 9/29/15

FOR THE GOVERNMENT 
Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/29/2015

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Senior Property Manager
Date: 9/29/15

- 3) The Tenant Improvement amortization rate of 5% as stated in Lease Amendments 1 through 4 is hereby corrected to 6% as stated in the lease.
- 4) Section 1.03 – Rent and Other Consideration, of GSA Form L201C, Lease, is hereby modified to adjust the Firm Term Annual Rent for Tenant Improvement (TI) Rent to reflect the actual cost of the improvements.

	ANNUAL FIRM TERM RENT	ANNUAL NON-FIRM TERM RENT
Shell Rent	\$ 54,162.00	\$55,666.50
TI Rent	\$ 54,587.71	\$ 0.00
Operating Exp.	<u>\$ 30,330.72</u>	<u>\$30,330.72</u>
TTL Annual Rent	\$139,080.43	\$85,997.22

5) Rent Schedule:

	Rate per S.F.	Annual Rent	Monthly Rent
Shell Rent	\$9.00	\$54,162.00	\$4,516.00
TI Rent	\$9.07	\$54,587.71	\$4,548.98
Operating Exp.	\$5.04	<u>\$30,330.72</u>	<u>\$2,527.56</u>
TOTALS		\$139,080.43	\$11,592.54

INITIALS: BS & AK
LESSOR GOVT