

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 1</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>  PDN Number:

**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** has 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;

**WHEREAS**, the parties hereto desire to amend the above Lease to provide the Notice to Proceed to construct Tenant Improvements, as further described below.

**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 06/13/2016, as follows:

The Lessor is hereby authorized to Proceed with the construction of the tenant improvements based on the construction drawings provided by Omega Design Group, LLC and dated 6/01/2016 for an amount not to exceed \$912,133.30 as stated in the TI Cost Proposal dated June 01, 2016, and which will be amortized into the rent and paid over 60 months. The total cost of Tenant Improvements including overhead costs, profit, and Architectural and Engineering Fees is \$1,362,289.26. The balance of the Tenant Improvement costs, \$450,155.96, will be funded through a Reimbursable Work Authorization (RWA) and will not be amortized, but paid directly to the Lessor outside of the monthly rent. Please refer to Attachment No. 1 for more details in regards to the TI Cost Proposal.

Upon substantial completion and acceptance of said space, the Government shall issue a subsequent SLA reconciling all Tenant Improvement Costs to include changes, if any.

With this Notice to Proceed, the Lessor hereby agrees to provide the following:

- All permits, such as, but not limited to, building, plumbing, HVAC, electrical, fire alarm, and occupancy permits for the work described in the Construction Drawings.
- All needed materials and labor for accomplishing the work described in Attachment No. 1.
- The date of substantial completion will be determined through subsequent SLA. Substantial completion shall include, but not limited, installation of systems furniture, telecommunications, and receipt or approval of the Certificate of Occupancy.

This Lease Amendment contains four (4) 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**

Signature: [Signature]  
 Name: THOMAS WERNER  
 Title: GM  
 Entity Name: KEG 6460 Busch, LLC  
 Date: 6-15-16

**FOR THE GOVERNMENT:**

Signature: [Signature]  
 Name: ROBERT E. JONES JR.  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 6/21/16

**WITNESSED FOR THE LESSOR BY:**

Signature: [Signature]  
 Name: Brenda Werner  
 Title: Broker  
 Date: 6-15-16

**Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advance, in writing, by the Contracting Officer;** otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in Attachment # 1. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

INITIALS:



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