

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-05P-LOH19290
ADDRESS OF PREMISES 395 East Broad Street Columbus, OH 43215-3844	PDN Number: PS0036250

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 Government has received a final cost proposal and revised timeframe to construct the Tenant Improvements (TIs) and Building Specific Amortized Costs (BSAC); and

WHEREAS, the parties hereto desire to amend the above Lease to issue a Notice to Proceed and change the amount of time necessary in making the space ready for occupancy.

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 **September 28, 2016** as follows:

1. In providing the Notice to proceed:


- A. **Lease Amendment No. 3 to Lease GS-05P-LOH19290**, is hereby issued to provide the **NOTICE TO PROCEED (NTP)** for an amount not to exceed **\$2,555,053.13** to construct Tenant improvements (TIs) and Building Specific Amortized Costs (BSAC).
- B. The amount stated above includes all labor, materials, and fees to construct the TI's and BSAC per the Construction Drawings prepared by Tim A. Risley & Associates Architects and Planners dated February 11, 2016 consisting of Architectural (23 pages); Mechanical/Plumbing (15 pages); Electrical (19 pages); and Architectural Specifications Volumes 1 (324 pages), 2 (218 pages), and 3 (342 pages) and Lessor Representative Costs Proposal with the Lessor's Final Negotiated Tenant Improvement Cost Summary (TICS) Table per item E below received on August 2, 2016. The Total negotiated TI Costs of \$2,137,477.06 exceeds the TI Allowance of \$788,497.64 in the Lease. The Total negotiated BSAC Costs of \$417,576.07 exceeds the BSAC Allowance of \$137,344.00 in the Lease. Therefore, the Government therefore agrees to reimburse the Lessor for the difference in the amount of **\$1,766,555.49** (Total NTP amount of \$2,555,053.13 less the TI Allowance of \$651,153.64 less the BSAC Allowance of \$137,344.00) upon execution of Lease Amendment Number 3 being signed by both parties, acceptance of the space being substantially complete,

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.

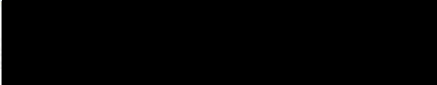
FOR THE LESSOR:

Signature: 
 Name: Chris Curtis
 Title: President
 Entity Name: Curtis Investments – Columbus, LLC
 Date: 09/27/2016

FOR THE GOVERNMENT:

Signature: 
 Name: Christine M. Reynolds
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 9/28/2016

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Rob Hopkins
 Title: Vice President
 Date: 9/27/16

and upon receipt of an acceptable invoice by the Government. Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the GSA Finance Website at www.finance.gsa.gov. The invoice shall include a unique invoice number, be on letterhead of the Lessor, include the lease number, include the billed items, and cite the following Pegasys Document Number (PDN): **PS0036250**. Invoices submitted without the PDN Number will be immediately returned. If unable to process the invoice electronically, it may be submitted directly to: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas, 76102.

- C. 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 Lease Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.
- D. 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 this Lease Amendment #3. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become property of the Lessor.
- E. Lessor's Final Negotiated TICS Table received August 2, 2016.

TENANT IMPROVEMENTS COST SUMMARY (TICS)				
GSA	for LOH19290		ABOA SF=	14,980
	Agency: [REDACTED]		TOTAL TI Allow:	\$ 651,153.64
	Location: Columbus, OH		TOTAL BSAC Allow:	\$ 137,344.00
August 2, 2016	RU Factor 1.099266		RSF=	16.467
Masterformat CSI	System Elements	TI*	SHELL**	BSAC
Div 1	[REDACTED]	\$ 254,974.18	\$ 27,013.56	\$ -
Div 2	[REDACTED]	\$ -	\$ 58,207.00	\$ -
Div 3	[REDACTED]	\$ 1,797.36	\$ 13,181.00	\$ -
Div 4	[REDACTED]	\$ 1,000.00	\$ 14,400.00	\$ -
Div 5	[REDACTED]	\$ 56,181.00	\$ -	\$ -
Div 6	[REDACTED]	\$ 17,967.00	\$ -	\$ -
Div 7	[REDACTED]	\$ 26,989.30	\$ 30,633.00	\$ -
Div 8	[REDACTED]	\$ 127,138.89	\$ 16,019.00	\$ -
Div 9	[REDACTED]	\$ 324,975.66	\$ 92,278.34	\$ -
Div 10	[REDACTED]	\$ 28,891.00	\$ 18,599.00	\$ -
Div 11	[REDACTED]	\$ -	\$ -	\$ -
Div 12	[REDACTED]	\$ 91,967.00	\$ -	\$ -
Div 13	[REDACTED]	\$ -	\$ 144,760.00	\$ -
Div 15	[REDACTED]	\$ -	\$ -	\$ -
Div 21	[REDACTED]	\$ -	\$ -	\$ -
Div 22	[REDACTED]	\$ 77,280.00	\$ 34,720.00	\$ -
Div 23	[REDACTED]	\$ 321,457.20	\$ 144,422.80	\$ -
Div 26.1	[REDACTED]	\$ 226,984.00	\$ 40,056.00	\$ -
Div 26.2	[REDACTED]	\$ 48,640.00	\$ 62,110.00	\$ -
Div 27	[REDACTED]	\$ 128,400.00	\$ 6,600.00	\$ -
Div 28.1	[REDACTED]	\$ -	\$ -	\$ -
Div 28.2	[REDACTED]	\$ -	\$ 6,900.00	\$ 345,788.62
Div 32	[REDACTED]	\$ -	\$ 10,000.00	\$ -
Subtotal	Trade Costs	\$ 1,734,642.59	\$ 719,899.70	\$ 345,788.62
Subtotal	General Contractor Fee 8.50%	\$ 147,444.62	\$ 61,191.47	\$ 29,392.03
Subtotal	Construction Costs	\$ 1,882,087.21	\$ 781,091.17	\$ 375,180.65
Subtotal	Architectural & Engineering Fees 6.00%	\$ 112,925.23	\$ 90,239.80	\$ 22,510.84
Subtotal	Other Lessor Soft Costs***	\$ 40,680.00	\$ 2,513,494.32	\$ -
Subtotal	Taxes 0.00%	\$ -	\$ -	\$ -
Subtotal	Lessor's Costs:	\$ 2,035,692.44	\$ 3,384,825.29	\$ 397,691.49
Subtotal	Lessor's Overhead and Profit Percent	\$ 101,784.62	\$ 169,241.26	\$ 19,884.57
Total	Price to Government:	\$ 2,137,477.06	\$ 3,554,066.55	\$ 417,576.07
		Cost per ABOA SF	\$ 142.69	\$ 27.88
		Cost per RSF	\$ 129.80	\$ 25.36
Notes:				
* Include all subcontractors' costs.				
** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the DEFINITIONS table in the work book for the breakdown.				
*** Other Lessor Soft Costs: typically project management, mortgage banking fee, counsel, travel, appraisal, permits, etc. Provide separate breakdown separately or within the INPUT PROJECT INFO worksheet.				

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2. The To Have and To Hold Paragraph on page 1 of the Lease revised by Lease Amendment #2 is deleted in its entirety and replaced as follows:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease 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 **by March 27, 2017**, more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government."

3. SECTION 4.01 **SCHEDULE FOR COMPLETION OF SPACE (SEP 2013) MODIFIED**, Subparagraph J shall be deleted and replaced with the following:

"J. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **180 Calendar Days** following issuance of NTP."

The remainder of this page is left intentionally blank.

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