

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
ADDRESS OF PREMISES <u>6460 Busch Boulevard</u> 6460 Busch Boulevard Columbus, OH 43229-1753	TO LEASE NO. GS-05B-LOH19039 PDN Number: PS0035454

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.

WHEREAS, Lease Amendment (LA) 1, made effective 6/13/16, was issued to provide notice to proceed (NTP) for the construction of Tenant Improvements (TIs) in the amount of \$912,133.30, of the total \$1,362,289.26; the remaining balance of TIs needed was \$450,155.96.

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 07/01/2016, as follows:

The Lessor is hereby authorized to Proceed with the second phase of 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 \$450,155.96. The total cost of Tenant Improvements including overhead costs, profit, and Architectural and Engineering Fees is \$1,362,289.26. Phase one of construction is being funded through the lease and amortized over 60 months. The balance of the TI costs, \$450,155.96, will be funded through a Reimbursable Work Authorization (RWA N1532315) 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 LA 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.

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: [Redacted]
 Name: THOMAS WERNER
 Title: General Manager
 Entity Name: KEG 6460 Busch, LLC
 Date: 6/29/16

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: ROBERT E. JONES, JR.
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 6/29/16

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: Brenda M. Werner
 Title: Chief Operations Officer
 Date: 6/29/16

- 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.

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.

INSTRUCTIONS:

Invoice Number: Include invoice number on invoice submitted for payment.

Lessor's remit the following instructions to receive payment: The Lessor's name and address must match the name and address of the Lessor on the lease document. Any discrepancies will result in the immediate return of the invoice to the Lessor.

PDN (Doc Type PS Instructions to Lessors). Cite **PS0035454** on the invoice for payment.

Invoices for payment. Invoices submitted to Finance without the PSN are immediately returned to Lessor.

Invoicing Instructions: Submit the invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. The invoice can be electronically submitted on GSA's Finance Website at www.finance.gsa.gov. If unable to process the invoice electronically, the invoice can be mailed to the following address:

**GSA, Greater Southwest Finance Center
(7BCP) P.O. Box 17181
Fort Worth, Texas 76102**

INITIALS:


LESSOR

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GOVT