

AMENDMENT III TO SUBLEASE AGREEMENT

Comes now the City of Columbus Redevelopment Commission ("Redevelopment Commission"), and comes now Garage Pub Partners, LLC ("Garage Pub") and for their Amendment III to Sublease Agreement say as follows:

1. On June 6, 2011, Columbus Downtown, Inc. entered into a contract with Garage Pub for the lease of a some 4,590 square feet of space on the first floor of the Jackson Street Parking Garage, specifically located on the north east corner of Jackson Street and Fourth Street, whose common known property address is 308 Fourth Street, Columbus, IN 47201.

2. On June 18, 2012 Columbus Downtown, Inc. Assigned its right, title and interest in the June 6, 2011 lease to the Redevelopment Commission.

3. *Amendment to Sublease Agreement* was executed on March 21, 2014 that changed the amount of liability insurance the Garage Pub is required to carry to an amount that was consistent with other tenants of the Redevelopment Commission.

4. *Amendment II to Sublease Agreement* executed on March 16, 2015 leased some 126 sq. ft. of common area to the Garage Pub for the use of a walk-in freezer.

5. Section Nine of the June 6, 2011 Sublease Agreement, specifically Section Nine, C. is hereby amended to read:

In the event Sublessee exercises its options to renew, the Base Rent for the Property shall increase by five percent (5%) for each such five (5) year renewal period so that during the first renewal period rent will increase to Twelve Dollars and Sixty Center per square foot (\$12.60/ft²) per year or Fifty-Seven Thousand Eight Hundred -Four Dollars (\$57,834.00) annually; and during the second term renewal period, rent will increase to Thirteen Dollars and Twenty-Three Cents per square foot (\$13.23/ft²) per year or Sixty Thousand Seven Hundred and Twenty-Five Dollars and Seventy Cents (\$60,725.70) annually and for the third renewal period the rent will increase to Thirteen Dollars and Eighty-Nine Cents per square foot (\$13.89/ft²) per year or Sixty Three Thousand Seven Hundred and Sixty One Dollars and Ninety-Nine Cents or (\$63,761.99) annually.

6. All other terms and conditions set forth in the Sublease Agreement executed by and between the parties on June 6, 2011, subsequent Assignment thereto executed on June 18, 2012 and Amendment to Sublease Agreement executed on March 21, 2014 and Amendment II to Sublease Agreement

executed on March 16, 2015 shall remain in full force and effect to the extent not modified or amended herein.

IN WITNESS THEREOF, this Amendment to Sublease Agreement is executed this 19th day of September 2016

City of Columbus
Redevelopment Commission

Garage Pub Partners, LLC

Sarah Cannon, President

Steve Leach, Managing Partner

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Sarah Cannon, President of the City of Columbus Redevelopment Commission, who acknowledged that she has the specific corporate authority to execute the foregoing Amendment to Sublease Agreement on behalf of said Redevelopment Commission

WITNESS my hand and Notarial Seal, this ____ day of _____, 2016.

Notary Public

Resident of Bartholomew County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Steve Leach, Managing Partner of the Garage Pub Partners, who acknowledged that he has the specific authority to execute the foregoing Amendment to Sublease Agreement on behalf of Garage Pub Partners, LLC.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2016.

Notary Public
Resident of Bartholomew County, IN

My Commission Expires:

This Instrument prepared by Stanley A. Gamso, #15167-03, LAWSON, PUSHOR, MOTE & GAMSO, LLC, 426 Fourth Street, P. O. Box 764, Columbus, Indiana, 47202-0764.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Stanley A. Gamso