

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2  TO LEASE NO. GS-05P-LOH18735
ADDRESS OF PREMISES 925 Keynote Circle Brooklyn Heights, OH 44131-1870	PDN Number: PS0033762

**THIS AMENDMENT** is made and entered into between Omni Keynote, LLC

whose address is: 26110 Emery Road, Suite 250  
Cleveland, OH 44128-5788

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

WHEREAS, the parties hereto desire to amend the above Lease to issue the Notice to Proceed to furnish and install Tenant Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

1. This Lease Amendment represents your Notice to Proceed (NTP) with the construction of the Tenant Improvements in the amount of \$3,780,033.90 and Building Specific Amortized Capital (BSAC) in the amount of \$877,274.00, for a total of \$4,657,307.90 which is located in Exhibit 'A'.

Of the \$3,780,033.90 Tenant improvement costs, only \$1,235,023.00 are amortized into the rent for ten (10) years at the rate of 5.5% as described in the Lease. The remaining \$2,545,010.90 shall be paid to Lessor upon completion as described herein.

Of the \$877,274.00 BSAC costs, only \$719,375.00 are amortized into the rent for ten (10) years at the rate of 5.5% as described in the Lease. The remaining \$157,899.00 shall be paid to Lessor upon completion as described herein.

The lease requires completion of the construction no later than one hundred and thirty (130) working days from the Notice to Proceed.

This Lease Amendment contains 5 pages including Exhibit 'A' and Exhibit 'B'

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: [Redacted]  
 Name: PATRICK FINLEY  
 Title: manager  
 Entity Name: \_\_\_\_\_  
 Date: JANUARY 28, 2016

**FOR THE GOVERNMENT:**

Signature: [Redacted]  
 Name: Cristine M. Reynolds  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: January 26, 2016

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
 Name: THOMAS FINLEY  
 Title: \_\_\_\_\_  
 Date: JANUARY 28, 2016

2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$2,702,909.90 (TI payment of \$2,545,010.90, and BSAC payment of \$157,899.00), upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Government, as defined in paragraph 4.11 Acceptance of Space and Certificate of Occupancy and paragraph 16 in the General Clauses section of GSA Form 3517 attached to the Lease

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the GSA Project Manager) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the GSA Project Manager at the following address:

General Services Administration  
Attn: GSA PROJECT MANAGER – PAUL WALLIN  
230 S. Dearborn Street  
Chicago, IL 60604

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0033762

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

3. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit B (2 pages).
4. All other terms and conditions of the lease shall remain in force and effect.

INITIALS:

  
LESSOR

&

  
GOV'T