

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT ADDRESS OF PREMISES THE CENTRAL PARKE OFFICE BUILDING I 4600 MONTGOMERY ROAD , SUITE 100 NORWOOD, OH 45212-2697	TO LEASE NO. GS-05P-LOH19161 PDN Number: PS

THIS AMENDMENT is made and entered into between PBY PARTNERS, LLC.

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PBY PARTNERS, LLC
 whose address is: 4901 Hunt Road Suite 102
 Cincinnati, Ohio 45242-6990

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

WHEREAS, the parties hereto desire to amend the above Lease GS-05P-LOH19161.

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 December 10, 2014 as follows:

Lease Amendment No.1 is issued to provide Notice to Proceed to construct alterations provided on Tics table provided and dated October 23, 2014 and to correct lease usable / rentable square feet and provide lump sum payment for tenant improvement over amortized amount provided with in the rental.

1. 1.01 PREMISES (JUN 2012)

The premises are described as follows:

- A. Office and Related Space: 2,555 Rentable square feet (RSF) yielding 1925 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the First Floor and known as Suite 100, of the Building , as depicted on the floor plans attached hereto as Exhibit A of the lease.

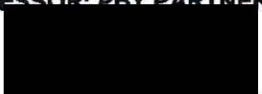
2. 1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

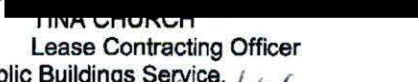
This Lease Amendment contains 2 pages.

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.

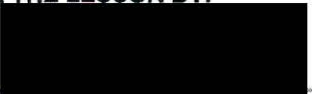
FOR THE LESSOR: PBY PARTNERS, LLC

Signature: 
 Name: STEVEN MILLER
 Title: PARTNER
 Entity Name: PBY PARTNERS, LLC
 Date: 12/18/14

FOR THE 

Signature: 
 Name: TINA CHURCH
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 12/18/14

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: STEPHEN J. HORNBEK
 Title: ASSET MANAGEMENT
 Date: 12/18/2014

Years 1-10:

Shell: \$28,386.05 / \$11.11 RSF multiplied by 2,555 RSF
 Tenant Improvements \$11,490.94
 Operating Costs \$18,574.85 / \$7.27 RSF multiplied by 2,555 RSF
 Parking \$0

Total Annual Rent: \$58,451.84 Years 1-10

Years 11-15 Annual Rent

Shell: \$35,335.65 / \$13.83 RSF multiplied by 2,555 RSF
 Operating Costs \$ 23,122.75 / \$9.05 RSF multiplied by 2,555 RSF
 Parking \$0

Total Annual Rent: \$58,458.40 Years 11-15

3. The Government accepts the PBY PARTNERS, LLC Tics table proposal dated October 23, 2014, and agrees to pay the Lessor a total of **\$ 78,925.00** amortized within the rent and **\$2,433.20 lump sum** for the construction of the office. The combined total Tenant Improvement provided on cost estimate of **\$81,358.20**. Lump sum payment will be provided upon construction is completed, reviewed, and accepted by the Government's Lease Contracting Officer or designated representative on site confirmation acceptance for payment.

The details of the PBY PARTNERS, LLC Tics table cost proposal dated 10/23/2014 are provided attached as Addendum A to lease amendment #1.

Furthermore, Lease Amendment No. 1 is issued to provide Notice to Proceed for design and construction for the office space provided on attached Addendum B floor plan and cad file.

The Government accepts the PBY Partners, LLC proposals dated October 23, 2014 and agrees to pay the Lessor a lump sum payment of **\$2,433.20** for these services once the construction addenda are completed, reviewed, and accepted by the Government's Lease Contracting Officer or designated representative.

Attached are the cost proposals provided by PBY Partners, and design documents confirming agreement.

Should the General Services Administration (GSA) request changes, these change must be documented, cost proposals received, and the change order must be approved in writing by the GSA Lease Contracting Officer before the change can be made, since additional funds may be required from GSA before proceeding. The Lessor will not get reimbursed for any change order not approved by the Lease Contracting Officer.

The Government accepts and agrees to pay the Lessor a lump sum payment of **\$2,433.20** once the alterations are completed, inspected, and accepted by the Government's Lease Contracting Officer or designated representative.

Please follow these instructions regarding the lump-sum payments:

- 1) Create and include a unique invoice number on the invoice submitted for payment.
- 2) Vendor's name and address must match the payee on the Government lease document.
- 3) Please cite PS Number PS _____ on your invoice and submit the invoice directly to the General Services Administration, Greater Southwest Finance Center with a copy to the Lease Contracting Officer and GSA Project Manager. Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.

Please submit the invoice electronically on the Finance Website at www.finance.gsa.gov. Vendors or Lessors who are unable to process the invoice electronically, may mail the invoice to the following address:

INITIALS: SM LESSOR & TC GOVT

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

This Notice to Proceed only approves a total lump-sum payment amount of **\$ 2,433.20**. Any additional expenditure must be approved by the Lease Contracting Officer in writing.

**PBY PARTNERS, LLC.
DUNS# 079343822
TAX# [REDACTED]**

END OF LEASE AMENDMENT #1 GS-05P-LOH19161

INITIALS: SPM & K
LESSOR GOVT