

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1  TO LEASE NO. <b>GS-05P-LOH18735</b>
ADDRESS OF PREMISES 925 Keynote Circle Brooklyn Heights, OH 44131-1870	PDN Number: <b>TBD</b>

**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.

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 mutual execution of this Lease Amendment as follows:

This Lease Amendment No. 1 is issued to modify the total square footage of the Leased Premises.

**PARAGRAPH 1.01 THE PREMISES** is hereby amended by deleting it in its entirety and replacing it with the following

"A. Office and Related Space: **31,652** rentable square feet (RSF), yielding **28,775** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1<sup>st</sup>** and **2<sup>nd</sup>** floor(s) and known as Suite(s) **100**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A (revised 01/14/2015)**.

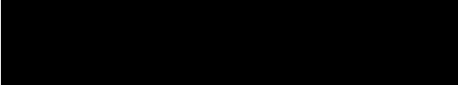
B. Common Area Factor: The Common Area Factor (CAF) is established as **1.100**. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

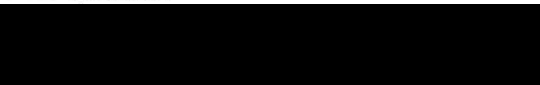
This Lease Amendment contains <sup>6</sup> pages. *803 xcl*

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.

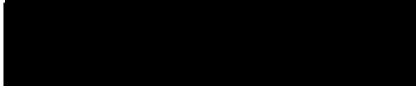
**FOR THE LESSOR: Omni Keynote, LLC**

**FOR THE GOVERNMENT:**

Signature:   
 Name: *Patrick E. Enley*  
 Title: *manager*  
 Entity Name: *Omni Keynote, LLC*  
 Date: *2/23/15*

Signature:   
 Name: Christine Reynolds  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: *3/25/15*

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: *Howard Moss*  
 Title: *Member*  
 Date: *2/23/15*

**PARAGRAPH 1.03 RENT AND OTHER CONSIDERATIONS** is amended by deleting the rent schedule in Sub-Paragraph A in its entirety and replacing it with the following:

“

	<b>FIRM TERM</b>	<b>NON-FIRM TERM YEARS 11-12</b>	<b>NON-FIRM TERM YEARS 13-15</b>
	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>
SHELL RENT <sup>1</sup>	\$475,133.85	\$665,958.08	\$711,853.48
REAL ESTATE TAXES	\$74,382.20	\$74,382.20	\$74,382.20
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$160,838.94	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$161,648.70	\$161,648.70	\$161,648.70
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$93,685.31	\$0.00	\$0.00
PARKING <sup>5</sup>	INCLUDED IN SHELL	INCLUDED IN SHELL	INCLUDED IN SHELL
<b>TOTAL ANNUAL RENT</b>	<b>\$965,689.00</b>	<b>\$901,988.98</b>	<b>\$947,884.38</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$15,01179 per RSF multiplied by 31,652 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,235,023.00 is amortized at a rate of 5.5 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$5.10706 per RSF multiplied by 31,652 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$719,375.00 are amortized at a rate of 5.5 percent per annum over 10 years

<sup>5</sup>Parking costs described under sub-paragraph G below”

**PARAGRAPH 1.03 RENT AND OTHER CONSIDERATIONS** is amended by deleting the rent schedule in Sub-Paragraph B in its entirety and replacing it with the following:

“B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 28,775 ABOA SF based upon the methodology outlined under the “Payment” clause of GSA Form 3517. “

**PARAGRAPH 1.04 BROKER COMMISSION AND COMMISSION CREDIT** is deleted in its entirety and replaced with the following:

A. “**Jones Lang LaSalle** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Jones Lang LaSalle** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the “Rent and Other Consideration” paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$80,474.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$80,474.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment \$80,474.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

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Month 4 Rental Payment \$80,474.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.\*

Month 5 Rental Payment \$80,474.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration." "

**PARAGRAPH 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT** is deleted in its entirety and replaced with the following:

"As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **52.93** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **31,652** RSF by the total Building space of **59,801** RSF. "

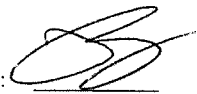

**PARAGRAPH 1.14 REAL ESTATE TAX BASE** is deleted in its entirety and replaced with the following:

"The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$140,532.35**. This amount is the tax base for the entire property"

**PARAGRAPH 1.15 OPERATING COST BASE** is deleted in its entirety and replaced with the following:

"The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$5.11** per RSF (**\$161,648.70/annum**)."

**All other terms and conditions of this lease shall remain in full force and effect.**

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