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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 2 |
| | TO LEASE NO. GS-05P-LOH19161 |
| ADDRESS OF PREMISES THE CENTRAL PARKE OFFICE BUILDING 4600 MONTGOMERY ROAD, SUITE 100 NORWOOD, OHIO 45212-2697 | PDN Number: PS0030781 |

THIS AMENDMENT is made and entered into between **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 February 20, 2015, as follows:

Lease Amendment No. 2 is issued to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs.

1. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 20, 2015 and continuing for a period of 15 years, 10 years firm term, expiring February 19, 2030, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.


This Lease Amendment contains 2 pages.

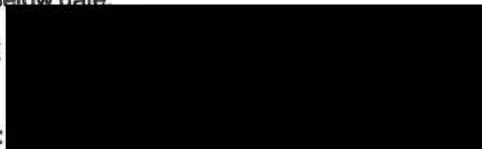
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date


FOR THE LESSOR: PBY PARTNERS, LLC

FOR THE 

Signature: 
Name: Debra Carter
Title: Manager
Entity Name: PBY Partners, LLC
Date: 2/25/15

Signature: 
Name: Tina Clarke
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/25/15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Debra Carter
Title: Asset Mgr
Date: 2/25/15

3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

| | YEARS 1 – 10 (2/20/15 – 2/19/25) | YEARS 11 – 15 (2/20/25 – 2/19/30) |
|----------------------------------|-------------------------------------|--------------------------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENTAL RATE | \$28,386.05 | \$35,355.65 |
| TENANT IMPROVEMENTS RENTAL RATE* | \$11,490.94 | \$0.00 |
| OPERATING COSTS* | \$18,574.85 | \$23,122.75 |
| BUILDING SPECIFIC SECURITY COSTS | \$0.00 | \$0.00 |
| FULL SERVICE RATE | \$58,451.84 | \$58,478.40 |

*The Tenant Improvements Allowance of \$78,925.00 is amortized at a rate of 8.0 percent per annum for 10 years.

Firm Term Shell: \$11.11 per RSF multiplied by 2, 555 RSF

NON Firm Term: \$13.83 per RSF multiplied by 2,555 RSF

Operating Costs and Tax Adjustments are not contemplated for this procurement and no adjustments will be provided.

4. The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease, February 20, 2025 by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
5. The date of substantial completion of the Tenant Improvements is established as February 20, 2015. The Government and Lessor agree that the final Tenant Improvement costs, including all building specific security costs and approved change orders, is \$85,013.25. The Tenant Improvement costs of \$78,925.00 have been amortized at 8.0% for the firm term 10 years (120 months) and included in the rent (\$11,490.94 per year).
The above totals include lump sum items:
Change order #1 [REDACTED] two fire rated STC sound rated doors purchased and installed approved on January 8, 2015.
Also Change order #2. [REDACTED] installation of wiring and telephone lines
6. The Government accepts and agrees to pay the Lessor a lump sum payment of \$6,088.25 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 PS0030781 on your invoice and submit the invoice directly to the General Services Administration, Greater Southwest Finance Center with a copy to the Lease Amendment. 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:

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

This Lease Amendment approves a total lump-sum payment amount of \$6,088.25. Any additional expenditure must be approved by the Lease Contracting Officer in writing.

PBY Partners, LLC

Duns: 079343892

Tax Id: [REDACTED]

Page 2 of 2 End of Lease Amendment #2

INITIALS:

BAC
LESSOR

&

TC
GOVT