

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-05P-LOH18735
LEASE AMENDMENT	
ADDRESS OF PREMISES 925 KEYNOT 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.

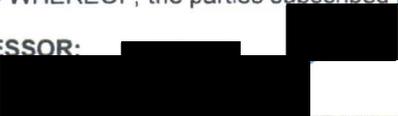
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1) To incorporate Change Orders 001, 003B-R.1, 010-R.1, 020, 021, 23-A, 23-B, AND 029 into this Lease; and
- 2) To incorporate the punch list at substantial completion as "exhibit A," inclusive of follow-up inspection dates; and
- 3) To replace the LEASE TERM; and
- 4) To establish the termination date of the lease; and
- 5) To establish the total cost of the TIs and BSAC and provide the method of payment

This Lease Amendment contains 8 pages including Exhibit 'A'

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

FOR THE LESSOR:

Signature: 
Name: Patrick Finley
Title: manager
Entity Name: Omni Keynote
Date: 10-12-16

FOR THE GOVERNMENT:

Signature: 
Name: Christine M. Reynolds
Title: Lease Contracting Officer
General Services Administration
Date: 10-12-2016

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Kevin Stockmayer
Title: Director of Financial Management
Date: 10-12-16

1.) The below change orders are hereby made a part of this Lease in the total amount not to exceed \$176,430.00. Total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment the Change Orders have been reviewed and found fair and reasonable.

You are hereby authorized to proceed with the construction of tenant improvement for the following changes:

C/O #	Description	Amount	
001	Correct Error on LA-4 for \$20.00	[REDACTED]	
003B-R.1	Fire Blocking/Stopping Floor Penetrations		
010-R.1	Revised Spec Floor Finish Plus Benches		
020	[REDACTED]		
021	Door Hardware Revisions		
023-A	[REDACTED]		
023-B	[REDACTED]		
029	Relocate Intrusion Devices		
TOTAL			\$176,430.00

2.) The ICE Brooklyn Heights Punch list dated September 13, 2016 (attached as Exhibit A) shall be incorporated into the Lease. Re-inspection of punch list shall take place on ~~October 6, 2016~~ *October, 21, 2016*

3.) LEASE TERM is deleted in its entirety and replaced with the following:

To Have and To Hold the said Premises with its appurtenances for the term beginning on September 1, 2016 and continuing for a period of 15 years, expiring on August 31, 2031, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

4.) Section 1.05 TERMINATION RIGHTS is deleted in its entirety and replaced with the following:

The Government may terminate this Lease, in whole or in part at any time effective after August 31, 2026, by providing not less than 90 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

5.) "The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders, is \$4,068,890.71, and Building Specific Amortized Capital (BSAC) in the amount of \$1,053,684.00, for a total of **\$5,122,574.71**.

Of the \$4,068,890.71 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 \$2,833,867.71 shall be paid to Lessor upon completion as described herein.

Of the \$1,053,684.00 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 \$334,309.00 shall be paid to Lessor upon completion as described herein.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$3,168,176.71 (TI payment of \$2,833,867.71, and BSAC payment of \$334,309.00), upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Additional assistance is available from the Finance Customer Service Line at 817-978-2408. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

INITIALS:  LESSOR &  GOVT

General Services Administration
P.O. Box 17181
Fort Worth, TX 76102-0181

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

General Services Administration
ATTN: 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 #0033762

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

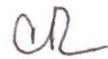
All other terms and conditions shall remain in full force and effect.

INITIALS:



LESSOR

&



GOVT