

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. LOH18390	DATE 8/23/11	PAGE 1 of 3
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ADDRESS OF PREMISES

Park Center Plaza, 6100 Oak Tree Boulevard, Independence, OH 44131-6954

THIS AGREEMENT, made and entered into this date by and between: **Duke Realty Ohio, 4555 Lake Forest Drive, Suite 400, Cincinnati, OH 45242-3732**

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

WHEREAS, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **August 23, 2010**, as follows: Supplemental Lease Agreement (SLA) No.1 is issued to amend the original Lease Agreement to establish the occupancy date, the square footage, and the monthly/annual rental rate. All other terms and conditions remain the same.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **August 23, 2010** as follows:

Paragraph 1 is hereby amended to establish the rentable and usable square footage as follows:

1. The Lessor hereby leases to the Government the following described premises:

13,128 net useable square feet, also called ANSI/BOMA office area square feet (14,856 rentable square feet) of office space located on west half of the fifth (5th) floor, located at Park Center Plaza I, 6100 Oak Tree Boulevard, Independence, OH 44131-6954 to be used for such purposes as determined by the General Services Administration. Also included in this lease are seventy five (75) on-site, surface parking spaces, per the requirements of SFO No. LOH18390.

Paragraph 2 is hereby amended to establish the effective occupancy date and lease term as follows:

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on **August 23, 2010** for a period of **ten (10) years**, with a firm term of **eight (8) years and nine (9) months**, subject to termination rights as may be hereinafter set forth. The established date of occupancy per the Government's acceptance of the space is **August 23, 2010 thru August 22, 2020**.

Paragraph 3 is hereby amended to establish the effective fully serviced rental rate and Tenant Improvement costs as follows:

3. The Government shall pay the Lessor annual rent according to the following schedule:

August 23, 2010 – August 22, 2011
\$339,202.18 annual rent / \$28,266.85 per month in arrears / \$22.8327 per rentable square foot
(rate is reflective of rent concessions)

August 23, 2011 – August 22, 2015
\$392,185.37 annual rent / \$32,682.1142 per month in arrears / \$26.3998 per rentable square foot

August 23, 2015 – May 22, 2019
\$347,630.40 annual rent / \$28,969.20 per month in arrears / \$23.40 per rentable square foot
(rate is reflective of termination of amortized initial Tenant Allowance payments)

May 23, 2019 – May 22, 2020
\$289,692.00 annual rent / \$24,141.00 per month in arrears / \$19.50 per rentable square foot
(rate is reflective of rent concessions)

May 23, 2020 – August 22, 2020
\$347,630.40 annual rent / \$28,969.20 per month in arrears / \$23.40 per rentable square foot

Operating Expenses after Year One are subject to CPI escalations and Real Estate Taxes are subject to adjustments. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **Duke Realty Ohio, 4555 Lake Forest Drive, Suite 400, Cincinnati, OH 45242-3732**

In Section 3.2 of Solicitation For Offers (SFO) No. LOH18390; TENANT IMPROVEMENTS INCLUDED IN OFFER; the Lessor agreed to provide up to \$40.82 per ANSI/BOMA Office Area square foot towards the cost of the tenant improvements, or \$535,884.96 per 13,128 ANSI/BOMA square feet. The actual tenant build out cost of \$371,431.00 (based on actual Tenant Improvement costs) is amortized for a period of 5 years at 0.00%. Therefore, the amortized tenant build out costs included in the adjusted, fully serviced rent rate are \$74,286.20 per annum or \$5.0005 per rentable square foot. Pursuant to Section 3.3 of SFO LOH18390, in the event the actual tenant improvement cost is less than the Tenant Improvement Allowance amount, the Lessor agrees to refund such difference in the form of a reduction of the tenant improvement portion of the rental using an 0.00% amortization rate over 60 months, enumerated in this Supplemental Lease Agreement No. 1.

Paragraph 4 is hereby amended to established the firm term and notice period of the lease as follows:

4. The Government may terminate this lease at any time after eight (8) years and nine (9) months, by giving ninety (90) DAYS NOTICE in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 7 is hereby amended to add the as-built floor plan to the lease attachments as follows:

7. The following are attached and made a part hereof
(A) thru (I) remain the same; (J) 5th floor plan showing space as-built, dated May 05, 2010.

Paragraph 12 is hereby amended to establish the adjusted ANSI/BOMA Office Area square feet as follows:

12. **Useable Square Footage:** The total net, adjusted usable square foot area is 13,128 ANSI/BOMA Office Area square feet as defined in the Solicitation for Offers. This adjustment in the usable square footage delivered has been determined through mutually agreed upon field measurement and the per annum total rental referred to above has been adjusted on the basis of \$26.3998 per rentable square foot per annum.

Paragraph 14 is hereby amended to establish the Operating Costs as follows:

14. **Operating cost adjustments:** The rent is subject to annual Operating Cost adjustments in accordance with Section 4.3 of Solicitation for Offers No. LOH18390 attached to this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating costs for the adjusted leased premises is \$76,681.39, or \$5.16 per rentable square foot.

Paragraph 15 is hereby amended to establish the Real Estate Taxes as follows:

15. **Real Estate Tax adjustments:** The lease is subject to annual tax escalations in accordance with Section 4.2 of the SFO No. LOH18390. It is understood and agreed that for real estate tax adjustment purposes, the first year's real estate tax for the leased premises will be \$40,556.88, or \$2.73 per rentable square foot. The Tax Parcel Identification Number is 562-28-012.

Paragraph 16 is hereby amended to establish the Government's Percentage of Occupancy as follows:

16. **Government's percent of the net useable square feet area of the building:** It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 4.3 of Solicitation for Offers No. LOH18390 attached to this lease, the Government will occupy 10.96 percent of the net usable square foot area of the building.

Paragraph 17 is hereby amended to establish the Common Area Factor (CAF) as follows:

17. **Lease Common Area Factor:** The Lease Common Area Factor is 1.1316 (13,128 useable square feet multiplied by 1.1316 equals 14,855.6448 rentable square feet of space).

Paragraph 26 is hereby amended to modify and update the DUNS Numbers as follows:

26. **Lessor's DUNS and CCR Information:** The Lessor is a Corporation and is not a small business concern. The DUNS Number is 965 037 687. The Lessor is currently active in the Central Contractor Registration (CCR) database.

Paragraph 33 is hereby amended to establish the effective rent rate as follows:

33. Commission Agreement: Commission credits will be applied to the shell rent of the lease and rental payments shall be reduced by that amount in the first months of the lease term in which full rent is payable until all credits have been applied. The reduction of rent will not apply to the Operating Costs (OC) and amortized Tenant Improvements (TI). Rental payments for OC and TI will be paid in accordance with the terms and conditions of the lease at commencement.

Commission payment and the commission credit have been negotiated by Jones Lang LaSalle, representing GSA. Commissions for this lease have been negotiated at five percent [REDACTED] of the adjusted Aggregate Lease Value of [REDACTED] or the adjusted firm term of eight (8) years and nine (9) months of the lease, less two (2) months free rent offered to the Government. The adjusted commission equals [REDACTED]. It is the agreement between the government, landlord, and Jones Lang LaSalle that [REDACTED] of the total commissions [REDACTED] negotiated for this lease will be applied to the shell rent. Lessor will pay the adjusted commission amount less the commission credit, or [REDACTED] to Jones Lang LaSalle. The Lessor has already paid Jones Lang LaSalle commission in the amount of [REDACTED]. The Lessor owes the remainder of the commission, which is [REDACTED] upon full execution of this Supplemental Lease Agreement No. 1.

The Lessor has agreed to provide a total of four (4) months rent abatement to be applied two (2) months during the first (1st) year and two (2) months during Months 10 and 11 of the eighth (8th) year, of the lease term. Free rent applies to all but amortized Tenant Improvement rent. Therefore the commission credit will begin to be applied to the first month of full rent payment, or Month 3. This results in the following rental schedule:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$6,160.52	FREE			
Month 2	\$6,160.52	FREE			
Month 3	\$32,682.1142	\$16,721.7417			
Month 4	\$32,682.1142	\$16,721.7417			
Month 5	\$32,682.1142	\$16,721.7417			
Month 6	\$32,682.1142	\$16,721.7417			
Month 7	\$32,682.1142	\$16,721.7417			

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Months 106 and 107 RENT ABATEMENT APPLIES					
Months 108-120	\$28,969.20	\$19,199.34			

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above

LESSOR

SIGNATURE

NAME OF SIGNER

ADDRESS

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER