GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>02</u>
LEASE AMENDMENT	TO LEASE NO. GS-04P-LFL62411
ADDRESS OF PREMISES	PDN NUMBER: N/A
900 South Pine Island Road Plantation, FL 33324-3920	

THIS AGREEMENT, made and entered into this date by and between DUKE REALTY LIMITED PARTNERSHIP

whose address is:

600 E. 96<sup>TH</sup> STREET, SUITE 100, INDIANAPOLIS, IN 46240-3788

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

WHEREAS, the parties hereto desire to amend the above Lease to provide for an increase in square footage

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>August 23, 2013</u> as follows:

- A. The purpose of this lease amendment is to provide for an expansion to the leased premises of 3,145 rentable square feet (2,730 ANSI/BOMA office area square feet) and 8 surface parking spaces at 900 South Pine Island Road, Plantation, FL 33324-3920 for a period beginning upon completion and acceptance by GSA of the tenant alterations, and continuing for a period of Ten (10) Years, Five (5) Years Firm subject to termination and renewal rights as maybe hereinafter set forth, to be used for such purposed as determined by the GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.
- B. Upon execution of this Lease Amendment, the following clauses are hereby amended or replaced:
  - 1. Clause 1.01, "THE PREMISES (AUG 2011)," as set forth in the GSA Form L201C (January 2012) and all subsequent Lease Amendments is hereby replaced as follows:
    - "1. The premises are described as follows:

This Lease Amendment contains 3 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

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FOR THE LESSOR: Duke Realty Limited Partnership, an Indian limited partnership  Signature: Name: Title: Entity Name: Date:  91721203	Signatu Name: Title: GSA, F Date:		
WITNESSED FOR THE LESSOR BY:			
Signature: Name: Title: Date:			

Office and Related Space: **15,966** rentable square feet (RSF), yielding **13,879** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 1.15 percent, located on the 4<sup>th</sup> floor(s) and known as Suite(s) 400 and 403, of the Building, as depicted on the floor plan(s) attached hereto as **EXHIBIT A**."

- 2. Clause 1.02, EXPRESS APPURTENANT RIGHTS (AUG 2011), Paragraph A, Parking, as set forth in the GSA Form L201C (January 2012) and all subsequent Lease Amendments is hereby amended as follows:
  - "A. Parking: Forty-three (43) parking spaces as depicted on the plan attached hereto as EXHIBIT B of which thirty-five(35) shall be structured inside parking spaces and eight (8) shall be surface parking spaces reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."
- 3. Clause 1.03, RENT AND OTHER CONSIDERATIONS (AUG 2011), as set forth in the GSA Form L201C (January 2012) and all subsequent Lease Amendments is hereby amended as follows:
  - "A. The Government shall pay the Lessor annual rent payable in monthly installments in arrears, at the following rates:

## SUITE 400: 12,821 RSF (11,149 ABOA SF)

	FIRM TERM		Non-Firm Term	
į	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$267,317.85 <sup>2</sup>	\$20.85 <sup>2</sup>	\$295,139.42 <sup>2</sup>	\$23.02²
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$101,604.96 <sup>2</sup>	\$7.92 <sup>2</sup>	\$0.00 <sup>2</sup>	\$0.00 <sup>2</sup>
OPERATING COSTS	\$110,901.65²	\$8.65²	\$110,901.65 <sup>2</sup>	\$8.65 <sup>2</sup>
BUILDING SPECIFIC SECURITY <sup>2</sup>	N/A	N/A	N/A	N/A
Parking	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$479,824.46 <sup>2</sup>	\$37.42 <sup>2</sup>	\$406,041.07 <sup>2</sup>	\$31.67 <sup>2</sup>

## **SUITE 403: 3,145 RSF (2,730 ABOA SF)**

	FIRM TERM		Non-Firm Term	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$65,573.25 <sup>2</sup>	\$20.85 <sup>2</sup>	\$72,397.90 <sup>2</sup>	\$23.02 <sup>2</sup>
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$29,934.74 <sup>2</sup>	\$9.52 <sup>2</sup>	\$0.00 <sup>2</sup>	\$0.00 <sup>2</sup>
OPERATING COSTS	\$27,204.25 <sup>2</sup>	\$8.65 <sup>2</sup>	\$27,204.25 <sup>2</sup>	\$8.65 <sup>2</sup>
Building Specific Security <sup>2</sup>	N/A	N/A	N/A	N/A
Parking	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$122,712.24 <sup>2</sup>	\$39.02 <sup>2</sup>	\$99,602.15 <sup>2</sup>	\$31.67 <sup>2</sup>

## COMBINED PREMISES: 15,966 RSF (13,879 ABOA SF)

	FIRM TERM		Non-Firm Term	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$332,891.10 <sup>2</sup>	\$20.85 <sup>2</sup>	\$367,537.32	\$23.02 <sup>2</sup>
TENANT IMPROVEMENTS RENT	\$131,539.70 <sup>2</sup>	\$8.24	\$0.00 <sup>2</sup>	\$0.00 <sup>2</sup>
OPERATING COSTS	\$138,105.90 <sup>2</sup>	\$8.65 <sup>2</sup>	\$138,105.90	\$8.65 <sup>2</sup>
TOTAL ANNUAL RENT	\$602,536.70	\$37.74 <sup>2</sup>	\$505,643.22	\$31.67 <sup>2</sup>

<sup>1</sup>The Tenant Improvement Allowance is amortized at a rate of 8.0 percent over 5 years.

<sup>2</sup>Rates may be rounded.

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4. Clause 1.11, PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011), as set forth in the GSA Form L201C (January 2012) and all subsequent Lease Amendments is hereby amended as follows:

"As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 7.09% percent. The percentage of occupancy is derived by dividing the total Government space of 15,966 RSF by the total building space of 225,284 RSF."

5. Clause 1.12, OPERATING COST BASE (AUG 2011), as set forth in the GSA Form L201C (January 2012) and all subsequent Lease Amendments is hereby amended as follows:

"The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$8.65 per rentable sq. ft. (\$138,105.90/annum)."

6. Clause 1.14, HOURLY OVERTIME HVAC RATES (AUG 2011), as set forth in the GSA Form L201C (January 2012) and all subsequent Lease Amendments is hereby amended as follows:

"The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

A. \$50.00 per hour per zone

B. No. of zones: 1.77 (per 9,000/sq.ft.)"

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Lease Amendment Form 09/12