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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b>            | LEASE AMENDMENT No. 6        |
|  | TO LEASE NO. GS-04B-62411    |
| <b>LEASE AMENDMENT</b>   | PDN NUMBER: <i>PS0028929</i> |
| ADDRESS OF PREMISES<br>900 SOUTH PINE ISLAND ROAD<br>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 Notice to Proceed on tenant improvements.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2014 as follows:

- A. The Government hereby accepts the Lessor's proposal to provide, install, and maintain improvements to Block B (Suite 403) as agreed to by all parties and in accordance with the Lease terms, the RLP, the scope of work dated 8/22/2013 (and all updates to this scope up to 2/6/2014), and the Lessor's cost proposal dated 2/6/2014. Alterations shall include all necessary labor, materials, and equipment required to complete all alterations. This lease amendment represents the Notice to Proceed (NTP) for the construction of Tenant Improvements (TIs) in the amount of \$241,082.08.
- B. After completion, inspection, and acceptance of the space by the Contracting officer, and receipt of an original invoice, the Government shall reimburse the Lessor as follows:

| REIMBURSEMENT METHOD   | TOTAL COSTS         |
|--|---------------------|
| TENANT IMPROVEMENT RENT:<br>Amortized in the Lease in accordance with Paragraph 1.03 | \$123,027.86        |
| LUMP SUM REIMBURSEMENT:  | \$118,054.22        |
| <b>TOTAL COST OF IMPROVEMENTS</b>  | <b>\$241,082.08</b> |



This Lease Amendment contains five {5} pages.

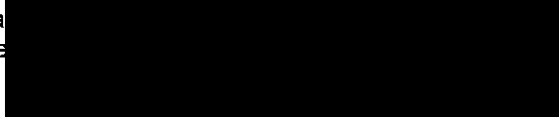

All other terms and conditions of the lease shall remain in force and effect.

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

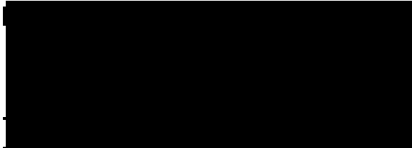

**FOR THE LESSOR:** DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, Duke Realty Corporation, an Indiana

**FOR**

Signature:   
 Name:   
 Title: ROD, Sr. Vice President  
 Entity Name: Duke Realty Limited Partnership  
 Date: 5/1/14

Signature:   
 Name:   
 Title: GSA  
 Date: 5/16/14

**WITNESSED**

Signature:   
 Name:   
 Title: ROD, Sr. Vice President  
 Date: 5/1/14

1. The entire tenant improvement allowance in the amount of \$123,027.86 will be amortized in the rent as described in Paragraph (C) of this Lease Amendment.
2. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$118,054.22 upon receipt of an original invoice.
  - a. A proper invoice must be submitted on company letterhead. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign the invoice. A proper invoice must include the following:
    - A unique, vendor supplied invoice number
    - Invoice date
    - Name and address of the Lessor EXACTLY as written on the Lease or as listed on this Lease Amendment
    - Lease contract number, building address, and a description of the item(s) delivered, including price and quantity
    - GSA PDN Number: PS 0028929

- b. The original invoice must be submitted directly to the GSA Finance Office. Payment will be made electronically through the finance website [www.finance.gsa.gov](http://www.finance.gsa.gov). The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government, the Lessor shall follow the instructions posted on the website to submit their invoice electronically. Assistance in navigating the website or submitting in the invoice can be found by calling (817) 978-2408 or by email at [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov).

If the Lessor is unable to submit the invoice electronically, an original invoice may be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
 FTS and PBS Payment Division (7BCD)  
 P.O. Box 17181  
 Fort Worth, TX 76102-0181

- c. The Lessor shall submit a duplicate original of the invoice to the Contracting Officer at the following address:

General Services Administration  
 Attn: GSA Contracting Officer  
 7771 West Oakland Park Blvd, Suite 119  
 Sunrise, Florida 33351-6737

3. The Lessor hereby waives restoration as a result of these improvements.

C. Upon execution of this Lease Amendment, the following clauses as set forth in the GSA Form L201C (January 2012) and all subsequent Lease Amendments are hereby deleted in their entirety and replaced as follows:

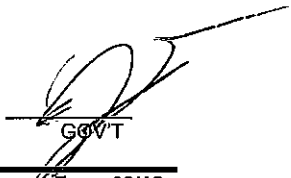
1. **LEASE TERM**

**BLOCK A:** To Have and To Hold, the said Premises known as Suite 400 (Block A) with their appurtenances for the term beginning October 16, 2013 and continuing for a period of TEN (10) Years, FIVE (5) Years Firm, through October 15, 2023 subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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**BLOCK B:** The commencement date of the Premises known as Suite 403 (Block B) with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease beginning upon substantial completion and acceptance by the GSA, and continuing for a period of TEN (10) Years, FIVE (5) Years Firm through October 15, 2023 subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of Suite 403 shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of space by the Government.

**2. Paragraph 1.01, THE PREMISES (AUG 2011)**

The Premises are described as follows:

**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 (also known as Block A) and 403 (also known as Block B), as depicted on the floor plan(s) attached hereto as EXHIBIT A.

**BLOCK A:** Suite 400 consists of 12,821 RSF, yielding 11,139 ABOA SF.

**BLOCK B:** Suite 403 consists of 3,145 rentable square feet RSF, yielding 2,730 ABOA SF.

**3. Paragraph 1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011), Part A, Parking**

A. **Parking:** Forty-three (43) parking spaces as depicted on the plan attached hereto as EXHIBIT B of which thirty-five (35) shall be structure 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.

**BLOCK A:** Suite 400 consists of thirty-five (35) structured inside parking spaces.

**BLOCK B:** Suite 403 consists of eight (8) surface parking spaces.

**4. Paragraph 1.03, RENT AND OTHER CONSIDERATIONS (AUG 2011), Part A:**

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at rates specified on page five (5) of this Lease Amendment.

**5. Paragraph 1.04 BROKER COMMISSION CREDIT (AUG 2011) – BLOCK A**

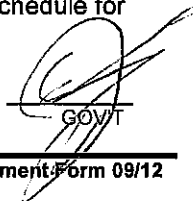
CB Richard Ellis ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Total amount of the Commission [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Smith Real Estate Services, Inc. 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 rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Considerations" 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.

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Month 1 Rental Payment for Block A \$31,518.29 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's rent.

Month 2 Rental Payment for Block A \$31,518.29 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's rent.

**6. Paragraph 1.05 TERMINATION RIGHTS (AUG 2011)**

**BLOCK A:** The Government may terminate this Lease, in whole or in part, at any time, effective after October 15, 2018 by providing not less than sixty (60) days' prior written notice to the Lessor. The effective date of the termination shall be the day following expiration of the required notice period or the termination date set forth in the notice, whichever is later. Not rental shall accrue after the effective date of termination.

**BLOCK B:** The Government may terminate this Lease, in whole or in part, at any time, effective after a date to be determined following commencement of this Space by providing not less than sixty (60) days' prior written notice to the Lessor. The effective date of the termination shall be the day following expiration of the required notice period or the termination date set forth in the notice, whichever is later. Not rental shall accrue after the effective date of termination.

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## Paragraph 1.03, RENT AND OTHER CONSIDERATIONS (AUG 2011), Part A: (continued)

**BLOCK A: SUITE 400: 12,821 RSF (11,149 ABOA SF)**

|   | FIRM TERM<br>10-16-2013 TO 10-15-2018 |                 | NON-FIRM TERM<br>10-16-2018 TO 10-15-2023 |                 |
|---|---------------------------------------|-----------------|---|-----------------|
|   | ANNUAL RENT                           | ANNUAL RATE/RSF | ANNUAL RENT                               | ANNUAL RATE/RSF |
| SHELL RENT <sup>1</sup>                                 | \$267,317.85                          | \$20.85         | \$295,139.42                              | \$23.02         |
| TENANT IMPROVEMENTS RENT <sup>2</sup>                   | \$0.00                                | \$0.00          | \$0.00                                    | \$0.00          |
| OPERATING COSTS <sup>3</sup>                            | \$110,901.65                          | \$8.65          | \$110,901.65                              | \$8.65          |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup> | N/A                                   | N/A             | N/A                                       | N/A             |
| PARKING <sup>5</sup>                                    | \$0.00                                | \$0.00          | \$0.00                                    | \$0.00          |
| <b>TOTAL ANNUAL RENT</b>                                | <b>\$378,219.50</b>                   | <b>\$37.42</b>  | <b>\$406,041.07</b>                       | <b>\$31.67</b>  |

<sup>1</sup> Shell rent calculation:  
(Firm Term) \$20.85 per RSF multiplied by 12,821 RSF  
(Non Firm Term) \$23.02 per RSF multiplied by 12,821 RSF

<sup>2</sup> The Tenant Improvement Allowance is not amortized into the rent.

<sup>3</sup> Operating Cost rent calculation: \$8.65 per RSF multiplied by 12,821 RSF. Operating rent shall include CPI through 2023.

<sup>4</sup> Building Specific Amortized Capital (BSAC) is not applicable

<sup>5</sup> Parking costs are for 35 structured parking spaces reflecting a rate of \$0.00 per structured space.

**BLOCK B: 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 <sup>1</sup>                                 | \$65,573.25         | \$20.85         | \$72,397.90        | \$23.02         |
| TENANT IMPROVEMENTS RENT <sup>2</sup>                   | \$29,934.74         | \$9.52          | \$0.00             | \$0.00          |
| OPERATING COSTS <sup>3</sup>                            | \$27,204.25         | \$8.65          | \$27,204.25        | \$8.65          |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup> | N/A                 | N/A             | N/A                | N/A             |
| PARKING <sup>5</sup>                                    | \$0.00              | \$0.00          | \$0.00             | \$0.00          |
| <b>TOTAL ANNUAL RENT</b>                                | <b>\$122,712.24</b> | <b>\$39.02</b>  | <b>\$99,602.15</b> | <b>\$31.67</b>  |

<sup>1</sup> Shell rent calculation:  
(Firm Term) \$20.85 per RSF multiplied by 2,730 RSF  
(Non Firm Term) \$23.02 per RSF multiplied by 2,730 RSF

<sup>2</sup> The Tenant Improvement Allowance of \$123,027.86 is amortized at a rate of 8.0 percent per annum over 5 years.

<sup>3</sup> Operating Cost rent calculation: \$8.65 per RSF multiplied by 2,730 RSF. Operating rent shall include CPI through 2023.

<sup>4</sup> Building Specific Amortized Capital (BSAC) is not applicable

<sup>5</sup> Parking costs are for 8 reserved parking spaces reflecting a rate of \$0.00 per reserved space.

**TOTAL 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 <sup>1</sup>                                 | \$332,891.10        | \$20.85         | \$367,537.32        | \$23.02         |
| TENANT IMPROVEMENTS RENT <sup>2</sup>                   | \$29,934.74         | \$9.52          | \$0.00              | \$0.00          |
| OPERATING COSTS <sup>3</sup>                            | \$138,105.90        | \$8.65          | \$138,105.90        | \$8.65          |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup> | N/A                 | N/A             | N/A                 | N/A             |
| PARKING <sup>5</sup>                                    | \$0.00              | \$0.00          | \$0.00              | \$0.00          |
| <b>TOTAL ANNUAL RENT</b>                                | <b>\$500,931.74</b> | <b>\$31.37</b>  | <b>\$505,643.22</b> | <b>\$31.67</b>  |

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