

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 8
	TO LEASE NO. GS-04B-62411
LEASE AMENDMENT	
ADDRESS OF PREMISES 900 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324-3920	PDN NUMBER: PS0028929

THIS AGREEMENT, made and entered into this date by and between Duke Realty Limited Partnership whose address is: 600 E. 96TH 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 commence the rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 15, 2014 as follows:


- A. The purpose of this lease amendment is to accept and commence the leased premises described as Suite 403 (Block B) in Lease Amendment No. 2 to the GSA Form L201C (January 2012), which consists of 3,145 Rentable Square Feet (RSF), 2,730 ANSI/BOMA Office Area Square Feet (ABOA SF) and eight (8) surface parking spaces at 900 South Pine Island Road, Plantation, FL 33324-3920.
1. The tenant improvements have been substantially completed and the government accepted the leased space known as Suite 403 (Block B) on July 15, 2014. The commencement date of the rental for Block B shall be July 15, 2014 and shall expire on October 15, 2023.
 2. Per paragraph 1.09 of the lease, the Government elects amortize the entire balance of the Tenant Improvement Allowance in the annual rent. The Government will make a lump sum payment for remainder of the tenant improvement construction costs. The reimbursement of the total construction costs as scheduled:

This Lease Amendment contains {4} 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



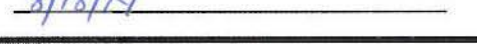
FOR THE LESSOR:

DUKE REALTY LIMITED PARTNERSHIP
Duke Realty Corporation
Signature: 
Name: Barbara J. Johnson
Title: Senior Vice-President
Entity Name: DRLP
Date: 8/13/2014

FOR


Signature: 
Name: 
Title: 
GSA, 
Date: 8/15/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: 
Date: 8/18/14

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

3. To submit for payment of the lump sum payment, the Lessor agrees that the invoice shall include the invoice date, the name and address of the Lessor, the lease number, the building address, LA Numbers 2, 6, and 9 and GSA PDN# 0028929.

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. 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 the invoice can be found by phone at (817) 978-2408 or by email at FW-Paymentsearch.finance@gsa.gov. If unable to process the invoice electronically, Lessor may mail the invoices to the following addresses:

The Lessor shall submit original invoice to:

General Services Administration
 FTS and PBS payment Division (7BCD)
 Fort Worth, TX 76102-0181

Lessor shall submit a copy to the Contracting Officer:

General Services Administration
 7771 W. Oakland Park Blvd, Suite 119
 Sunrise, FL 33351-6737

- B. 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.

BLOCK B: To Have and To Hold, the said Premises known as Suite 403 (Block B) with their appurtenances for the term beginning July 15, 2014 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.

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 4th 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 11,149 ABOA SF.

INITIALS: GPM & [Signature]
 LESSOR & GOVT

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 four (4) 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.

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

Month 2 Rental Payment for Block A \$31,518.29 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd 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. No 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 July 14, 2019 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. No rental shall accrue after the effective date of termination.

INITIALS: GPM & [Signature]
LESSOR & GOV T

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

¹ 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

² The Tenant Improvement Allowance is not amortized into the rent.³ Operating Cost rent calculation: \$8.65 per RSF multiplied by 12,821 RSF. Operating rent shall include CPI through 2023.⁴ Building Specific Amortized Capital (BSAC) is not applicable⁵ 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 7-15-2014 TO 7-14-2019		NON-FIRM TERM 7-15-2019 TO 10-15-2023	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT ¹	\$65,573.25	\$20.85	\$72,397.90	\$23.02
TENANT IMPROVEMENTS RENT ²	\$29,934.74	\$9.52	\$0.00	\$0.00
OPERATING COSTS ³	\$27,204.25	\$8.65	\$27,204.25	\$8.65
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	N/A	N/A	N/A	N/A
PARKING ⁵	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$122,712.24	\$39.02	\$99,602.15	\$31.67

¹ Shell rent calculation:

(Firm Term) \$20.85 per RSF multiplied by 3,145 RSF

(Non Firm Term) \$23.02 per RSF multiplied by 3,145 RSF

² The Tenant Improvement Allowance of \$123,027.86 is amortized at a rate of 8.0 percent per annum over 5 years.³ Operating Cost rent calculation: \$8.65 per RSF multiplied by 3,145 RSF. Operating rent shall include CPI through 2023.⁴ Building Specific Amortized Capital (BSAC) is not applicable⁵ 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)**

	7-15-2014 TO 10-15-2018		10-16-2018 TO 7-14-2019		7-15-2019 TO 10-15-2023	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT ¹	\$332,891.10	\$20.85	\$360,712.67	\$22.59	\$367,537.32	\$23.02
TENANT IMPROVEMENTS RENT ²	\$29,934.74	\$9.52	\$29,934.74	\$9.52	\$0.00	\$0.00
OPERATING COSTS ³	\$138,105.90	\$8.65	\$138,105.90	\$8.65	\$138,105.90	\$8.65
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	N/A	N/A	N/A	N/A	N/A	N/A
PARKING ⁵	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$500,931.74	\$31.37	\$528,753.31	\$33.12	\$505,643.22	\$31.67

INITIALS:

GPM
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