


<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18559
ADDRESS OF PREMISES  Corporate Plaza I 6450 Rockside Road Independence, OH 44131-2238	PDN Number:

**THIS AMENDMENT** is made and entered into between **Duke Realty Ohio**

whose address is: 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 hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended:

Effective August 13, 2013 as follows the Lessor hereby leases to the Government **35,115 rentable square feet (RSF)** of office and related space, yielding **30,802 ANSI/BOMA** office area of space.

**Section 1, is hereby amended as follows:**

**1.01 The Premises (Aug 2011)**


The Premises are described as follows:

- A. Office and Related Space: 35,115 rentable square feet (RSF), yielding 30,802 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, located on the 3<sup>rd</sup> floor(s) of the Building.
- B. The Government has first right of refusal on up to 10% additional space adjacent to the lease space over the first year of the lease.

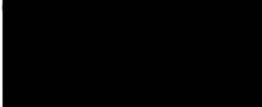
This Lease Amendment contains 3 pages.

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 date.


**FOR THE LESSOR:**

Signature:   
 Name: CLARK  
 Title: PRESIDENT  
 Entity Name: DUKE REALTY  
 Date: 10/1/2013

**FOR THE**

Signature:   
 Name: MARKO  
 Title: Officer  
 GSA, Public Buildings Service,  
 Date: 12/6/13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: MICHELLE A. PARTON  
 Title: Executive Asst.  
 Date: 10-1-2013

**1.03 Rent and Other Consideration (Aug 2011)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$480,805.91	\$13.69	\$480,805.91	\$13.69
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$104,757.60	\$2.98 <sup>3</sup>	\$104,757.60	\$2.98 <sup>3</sup>
OPERATING COSTS	\$213,850.35	\$6.09	\$213,850.35	\$6.09
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$4,470.00	\$00.13 <sup>3</sup>	\$4,470.00	\$00.13 <sup>3</sup>
<b>TOTAL ANNUAL RENT</b>	<b>\$803,883.86</b>	<b>\$22.89</b>	<b>\$803,883.86</b>	<b>\$22.89</b>

<sup>1</sup>The Tenant Improvement Allowance is amortized at a rate of 0 percent per annum over 10 years.

<sup>2</sup>Building Specific Security Costs are amortized at a rate of 0 percent per annum over 10 years.

<sup>3</sup>Rates may be rounded

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 30,802 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

**1.04 Broker Commission and Commission Credit (Aug 2011)**

A. Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with the lease transaction. The total amount of the Commission is [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 Jones Lang LaSalle Americas, 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 the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" 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 the adjusted Monthly Rent:

Month 1 Rental Payment \$66,990.32 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$66,990.32 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

Month 3 Rental Payment \$66,990.32 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.

**1.11 Percentage of Occupancy for Tax Adjustment, Establishment of Tax Base (Aug 2011)**

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 30.6928 percent. The percentage of occupancy is derived by dividing the total Government space of 35,115 RSF by the total building space of 114,408 RSF.

**1.12 Operating Cost Base (Aug 2011)**

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 approximately \$6.09 per rentable sq. ft. (\$213,850.35/annum).

**5.18 Lighting: Interior and Parking (Apr 2011)**

A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 30 foot-candles at working surface height (30" above floor). The increase between the number of fixtures required in the Construction Standards and Shell Components Section of the Lease and the space layout is part of the TIA over 50 foot-candles. Any additional lighting necessary between 30-50 foot-candles are shell. The light fixtures shall meet the requirements as stated in the Construction Standards and Shell Components Section of the Lease.

INITIALS:  &   
LESSOR & GOVT

**7.01 Additional Requirements**

F. It is mutually agreed the common area factor for the Lease Premises shall be 1.14002% based upon 30,802 ANSI/BOMA square feet.

INITIALS:  &   
LESSOR GOVT