

AMENDMENT LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5

TO LEASE NO. LOH18390

DATE

PAGE 1 of 6

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 1, 2011** as follows: Amendment Lease Agreement (SLA) No.5 is issued to amend the original Lease Agreement to establish additional square footage within the Park Center Plaza office park for Government use.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **August 1, 2011** as follows:

Paragraph 1 is hereby amended to revise the rentable and useable square footage as follows:

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

A total of 39,760 net usable square feet (44,993 rentable square feet) of office and related space and a total of one hundred and ninety (190) on-site parking spaces shall be leased at the Park Center Plaza office park, located at Building I, 6100 Oak Tree Blvd, 5th Floor, and 6150 Oak Tree Blvd., Building II, 3rd floor, Independence, OH 44131-6954. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises." Said premises to be used for such purposes as determined by the General Services Administration. A breakdown of space is as follows:

Phase I (SLA No. 4) – Block A - Effective August 23, 2010

- a. 13,128 net useable square feet (14,856 rentable square feet) of office space located on the west half of the fifth (5th) floor, and seventy five (75) on-site, designated, surface parking spaces, at Park Center Plaza I, 6100 Oak Tree Boulevard, Independence, OH 44131-6954.

Phase II (SLA No. 5) – Block B – Effective August 1, 2011

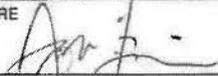
- b. 26,632 net useable square feet (30,137 rentable square feet) of office space located on the entire third (3rd) floor, and one hundred and fifteen (115) on-site, surface parking spaces, at Park Center Plaza II, 6150 Oak Tree Boulevard, Independence, OH 44131-6954.

(continued on Page 2)

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

LESSOR

SIGNATURE



NAME OF SIGNER

Jon Fitch

ADDRESS

[Redacted address]

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

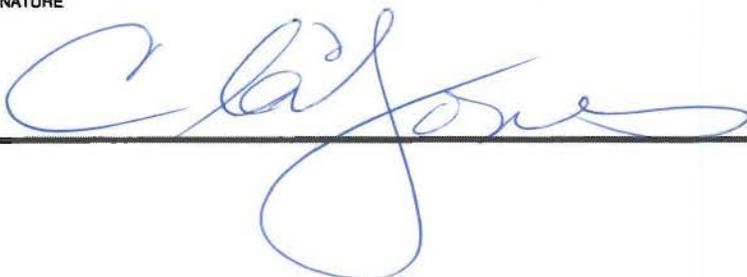
Christine R. Berard

ADDRESS

[Redacted address]

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

Blair Jones

OFFICIAL TITLE OF SIGNER

LEASING CONTRACTING OFFICER

Paragraph 2 is hereby amended to revise the lease commencement dates as follows:

2.

a.

Phase I (Block A) 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 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. **Phase I - (SLA No. 4) - Block A**

b. **Phase II (Block B)** TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011 for a period of eight (8) years, eleven (11) months, and twenty-two (22) days, with a firm term of eight (8) years, 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 1, 2011 thru August 22, 2020. **Phase II - (SLA No. 5) - Block B**

Paragraph 3 is hereby amended to revise the effective rent rates as follows:

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

Phases I & II - Blocks A & B
44,993 RSF / 39,760 USF Total

Phase	Date	Block	RSF	USF	Monthly	Annual	Shell	Opex	Tie Tax	TI	
Phase I Start	Aug 23, 2010	Block A	14,856.00	13,128.00	32,682.11	392,185.37	200,679.16	76,663.13	40,556.88	74,286.20	TOTAL 2 MONTH ABATEMENT: \$ 52,983.20 MONTHLY ABATEMENT: \$ 26,491.60
		NET:	14,856.00	13,128.00	32,682.11	392,185.37	200,679.16	76,663.13	40,556.88	74,286.20	
Phase II Start	Aug 01, 2011	Block A	14,856.00	13,128.00	32,682.11	392,185.37	200,679.16	76,663.13	40,556.88	74,286.20	No Block A Changes Total 2 month abatement: \$ 107,538.86 Monthly abatement: \$ 53,769.43
		Block B	30,137.00	26,632.00	66,443.63	797,323.52	407,439.72	155,519.44	82,274.01	152,090.35	
NET:			44,993.00	39,760.00	99,125.74	1,189,508.89	608,118.88	232,182.57	122,830.89	226,376.55	
Aug 23, 2015		Block A	14,856.00	13,128.00	28,969.20	347,630.40	230,410.39	76,663.13	40,556.88	-	BLOCK A TI PAYMENTS END SHELL RENT INCREASE: \$ 29,731.23 No Block B Changes
		Block B	30,137.00	26,632.00	66,443.63	797,323.52	407,439.72	155,519.44	82,274.01	152,090.35	
NET:			44,993.00	39,760.00	95,412.83	1,144,953.92	637,850.11	232,182.57	122,830.89	152,090.35	
Aug 01, 2016		Block A	14,856.00	13,128.00	28,969.20	347,630.40	230,410.39	76,663.13	40,556.88	-	No Block A Changes BLOCK B TI PAYMENTS END SHELL RENT INCREASE: \$ 59,980.86
		Block B	30,137.00	26,632.00	58,767.84	705,214.03	467,420.58	155,519.44	82,274.01	-	
NET:			44,993.00	39,760.00	87,737.04	1,052,844.43	697,830.97	232,182.57	122,830.89	-	
May 23, 2019		Block A	14,856.00	13,128.00	28,969.20	347,630.40	230,410.39	76,663.13	40,556.88	-	TOTAL 2 MONTH ABATEMENT: \$ 57,938.40 MONTHLY ABATEMENT: \$ 28,969.20 No Block B Changes
		Block B	30,137.00	26,632.00	58,767.84	705,214.03	467,420.58	155,519.44	82,274.01	-	
NET:			44,993.00	39,760.00	87,737.04	1,052,844.43	697,830.97	232,182.57	122,830.89	-	
Aug 01, 2019		Block A	14,856.00	13,128.00	28,969.20	347,630.40	230,410.39	76,663.13	40,556.88	-	No Block A Changes Total 2 month abatement: \$ 117,535.68 Monthly abatement: \$ 58,767.84
		Block B	30,137.00	26,632.00	58,767.84	705,214.03	467,420.58	155,519.44	82,274.01	-	
NET:			44,993.00	39,760.00	87,737.04	1,052,844.43	697,830.97	232,182.57	122,830.89	-	

INITIALS:  & 
LESSOR & GOVT

The breakdown of the annual rent summarizations for the lease term for Phases I & II are listed below:

Phase I – Block A
14,856 RSF / 13,128 USF Total

BLOCK 'A' RENT SCHEDULE

Phase	Date	Block	RSF	USF	Monthly	Annual	Shell	Opex	Re Tax	Ti	
Phase I Start	Aug 23, 2010	Block A	14,856.00	13,128.00	32,682.11	392,185.37	200,679.16	76,663.13	40,556.88	74,286.20	Total 2 month abatement: \$ 52,983.20 Monthly abatement: \$ 26,491.60 1st year Annual paid to Lessor: \$ 339,202.18
	Aug 23, 2015	Block A	14,856.00	13,128.00	28,969.20	347,630.40	230,410.39	76,663.13	40,556.88	-	Ti Payments End Shell Rent Increase: \$ 29,731.23
	May 23, 2019	Block A	14,856.00	13,128.00	28,969.20	347,630.40	230,410.39	76,663.13	40,556.88	-	Total 2 month abatement: \$ 57,938.40 Monthly abatement: \$ 28,969.20 1st year Annual paid to Lessor: \$ 289,692.00

Date	Rates/RSF	RSF	USF	Monthly	Annual	Shell	Opex	Re Tax	Ti
Aug 23, 2010	14,856.00	RSF			26.40	13.51	5.16	2.73	5.00
Aug 23, 2015	14,856.00	RSF			23.40	15.51	5.16	2.73	-
May 23, 2019	14,856.00	RSF			23.40	15.51	5.16	2.73	-

Date	Rates/USF	USF	Monthly	Annual	Shell	Opex	Re Tax	Ti
Aug 23, 2010	13,128.00	USF		29.87	15.29	5.84	3.09	5.66
Aug 23, 2015	13,128.00	USF		26.48	17.55	5.84	3.09	-
May 23, 2019	13,128.00	USF		26.48	17.55	5.84	3.09	-

For the Below Dates There Are No Block A Rate or Sqft Changes:

Aug 01, 2011	Block B Change Only
Aug 01, 2016	Block B Change Only
Aug 01, 2019	Block B Change Only

Phase II – Block B
30,137 RSF / 26,632 USF Total

BLOCK 'B' RENT SCHEDULE

Phase	Date	Block	RSF	USF	Monthly	Annual	Shell	Opex	Re Tax	Ti	
Phase II Start	Aug 01, 2011	Block B	30,137.00	26,632.00	66,443.63	797,323.52	407,439.72	155,519.44	82,274.01	152,090.35	Total 2 month abatement: \$ 107,538.86 Monthly abatement: \$ 53,769.43 1st year Annual paid to Lessor: \$ 689,784.66
	Aug 01, 2016	Block B	30,137.00	26,632.00	58,767.84	705,214.03	467,420.58	155,519.44	82,274.01	-	Ti Payments End Shell Rent Increases
	Aug 01, 2019	Block B	30,137.00	26,632.00	58,767.84	705,214.03	467,420.58	155,519.44	82,274.01	-	Total 2 month abatement: \$ 117,535.68 Monthly abatement: \$ 58,767.84 1st year Annual paid to Lessor: \$ 587,678.35

Date	Rates/RSF	RSF	USF	Monthly	Annual	Shell	Opex	Re Tax	Ti
Aug 01, 2011	30,137.00	RSF			26.46	13.52	5.16	2.73	5.05
Aug 01, 2016	30,137.00	RSF			23.40	15.51	5.16	2.73	-
Aug 01, 2019	30,137.00	RSF			23.40	15.51	5.16	2.73	-

Date	Rates/USF	USF	Monthly	Annual	Shell	Opex	Re Tax	Ti
Aug 01, 2011	26,632.00	USF		29.94	15.30	5.84	3.09	5.71
Aug 01, 2016	26,632.00	USF		26.48	17.55	5.84	3.09	-
Aug 01, 2019	26,632.00	USF		26.48	17.55	5.84	3.09	-

For the Below Dates There Are No Block B Rate or Sqft Changes:

Aug 23, 2010	Block A - Change Only
Aug 23, 2015	Block A - Change Only
May 23, 2019	Block A - Change Only

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The actual Tenant Improvement costs for Phase I & Phase II, Block A & Block B, as follows:

- Phase I (Block A) – The principle amount of \$371,431.00 will be amortized at a rate of 0.00% over a 60 month Term, beginning August 23, 2010.
- Phase II (Block B) – The principle amount of \$760,451.76 will be amortized at a rate of 0.00% over a 60 month Term, beginning August 1, 2011.

Base Operating Expenses and Base Real Estate Taxes are the same for Phases I and II. 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. The rent schedule above is reflective of all adjustments to rent abatement and Tenant Improvement costs. Rent checks shall be made payable to:

Duke Realty Ohio
4555 Lake Forest Drive, Suite 400
Cincinnati, OH 45242-3732.

It is mutually understood, that the Lessor has agreed to provide rent abatements for Phase I and Phase II of the lease agreement as follows:

Phase I – Block A

1. A total of four (4) months rent abatement:
 - Period 1: Two (2) monthly rent abatements beginning August 23rd, 2010
 - Period 2: Two (2) monthly rent abatements beginning May 23rd, 2019

Phase II – Block B

2. A total of four (4) months rent abatement:
 - Period 1: Two (2) monthly rent abatements beginning August 1st, 2011
 - Period 2: Two (2) monthly rent abatements beginning August 1st, 2019

The above second rent concessions are reflected in the Shell rental payments.

***The Government shall also pay to the Lessor at occupancy, a one-time lump-sum payment of \$45,866 for relocation of an existing-floor, private tenant.*

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 total base year Operating Costs for adjustment purposes is \$232,182.57 or \$5.16 per rentable square foot. The cost includes the Government's entire space listed below:
 - a. The base year's operating costs for the leased premises for Phase I commencing August 23, 2010 is \$76,663.13, or \$5.16 per rentable square foot.
 - b. The base year's operating cost for the leased premises for Phase II is \$155,519.44, or \$5.16 per rentable square foot. During the first year, two months of this amount is abated, so the first year's annual operating costs are \$129,599.53, effective August 1, 2011.

The Operating Cost escalation for the above blocks of space Phase I And Phase II shall be conterminous, effective August 23, 2010.

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

15. **Real Estate Tax adjustments:** The rent is subject to annual Tax Escalations in accordance with Section 4.2 of Solicitation for Offers No. LOH18390 attached to this lease. It is understood and agreed that for total base year real estate tax for adjustment purposes is \$122,830.89, or \$2.73 per rentable square foot The tax bases reflects the Government's entire space listed below:
 - a. The base year's tax base is for the leased premises for Phase I is \$40,556.88, or \$2.73 per rentable square foot square foot.
 - b. The base year's tax base for the leased premises for Phase II is \$82,274.01, or \$2.73 per rentable square foot. During the first year, two months of this amount is abated, so the first year's annual tax rate is \$68,561.66, effective August 1, 2011.

The Tax Parcel Identification Number is [REDACTED]

INITIALS:  & 
 LESSOR & GOVT

16. Government's percent of the net usable square feet area of the building: It is understood and agreed that for real estate adjustment purposes, in accordance with Section 4.3 of the Solicitation for Offers No. LOH18390 attached to this lease, the Government will occupy a total of 16.18 percent (%) of the net usable square foot area of both buildings, effective August 1, 2011 which is listed below:

- a. Under Phase I the Government occupies 10.96 percent (%) of the net usable square foot area of the Park Center I building, effective August 23, 2010.
- b. Under Phase II the Government occupies 21.15 percent (%) of the net usable square foot area of the Park Center II building, effective August 1, 2011.

17. Lease Common Area Factor: The Lease Common Area Factor is 1.1316.

Paragraph 33 is hereby amended to revise the commission and commission credit 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. In months where rent abatement may occur, no Commission Credit will be applied.

Commissions for Phase I of this lease have been negotiated by Jones Lang LaSalle, representing GSA, at [REDACTED] of the Aggregate Lease Value for the firm term of the lease, less two (2) months free rent offered to the Government. Commission for expansion space in Phase II of this lease has been negotiated by Jones Lang LaSalle at [REDACTED] of the Aggregate Lease Value for the firm term of the lease, less two (2) months free rent offered to the Government. It is the agreement between the government, landlord, and Jones Lang LaSalle that [REDACTED] of all commissions earned on this lease transaction will be applied to the shell rent.

Phase I – Block A

The adjusted commission equals [REDACTED]. The Commission Credit of [REDACTED], equaling [REDACTED] 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 the full commission for Phase I. The Commission Credit shall be applied according to the following schedule:

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 beginning August 23rd, 2010, and two (2) months beginning May 23rd, 2019. 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 Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Remaining Commission Credit	Adjusted Monthly Rent (Less Commission Credit)
Month 1	6,190.52	Abated	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	6,190.52	Abated	[REDACTED]	[REDACTED]	[REDACTED]
Month 3	32,682.11	16,721.74	[REDACTED]	[REDACTED]	[REDACTED]
Month 4	32,682.11	16,721.74	[REDACTED]	[REDACTED]	[REDACTED]
Month 5	32,682.11	16,721.74	[REDACTED]	[REDACTED]	[REDACTED]
Month 6	32,682.11	16,721.74	[REDACTED]	[REDACTED]	[REDACTED]
Month 7	32,682.11	16,721.74	[REDACTED]	[REDACTED]	[REDACTED]

ABATEMENT SCHEDULE:

Rent Period	Scheduled Monthly Rent	Monthly Abatement	Adjusted Monthly Rent (Less Abatement)
Aug 23, 2010	32,682.11	26,491.60	6,190.52
Sep 23, 2010	32,682.11	26,491.60	6,190.52
May 23, 2019	28,969.20	28,969.20	-
Jun 23, 2019	28,969.20	28,969.20	-

INITIALS: [Signature] & [Signature]
LESSOR & GOVT

