

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2

TO LEASE NO. LOH18390

DATE

4/13/11

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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 23, 2010**, as follows: Supplemental Lease Agreement (SLA) No.2 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 23, 2010** 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 51,980 net usable square feet (58,821 rentable square feet) of office and related space and a total of two hundred and sixty five (265) 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. Breakdown of space is as follows:

Phase I (est. SLA No. 1)

"Block A" of 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

"Block B" of 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.

Phase III

"Block C" of 12,220 net useable square feet (13,828 rentable square feet) of office space located on the east 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.

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

LESSOR

SIGNATURE



NAME OF SIGNER

JOHN F. HALL

ADDRESS



IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

Shawn L. Christmann

ADDRESS

4555 Lake Forest Drive, Ste 400, Cincinnati, OH 45242

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

BLAIR JONES
LEASING CONTRACTING
OFFICER

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

2. **Phase I (est. SLA No. 1)**

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 as 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 II

To have and to hold the said premises with their appurtenances for the term estimated to begin on the date of May 23, 2011 for a period of nine (9) years and three (3) months, with a firm term of eight (8) years, subject to termination rights as may be hereinafter set forth. The actual date of occupancy and term will be established by Supplemental Lease Agreement at the time the Government accepts the space.

Phase III

To have and to hold the said premises with their appurtenances for the term estimated to begin on the date of August 23, 2011 for a period of nine (9) years, with a firm term of seven (7) years and nine (9) months, subject to termination rights as may be hereinafter set forth. The actual date of occupancy and term will be established by Supplemental Lease Agreement at the time the Government accepts the space.

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

3. The Lessor's total rent shall be adjusted accordingly with the completion of each Phase. The rent rate for Block A is accurate per actual Tenant Improvement Allowance adjustments, as enumerated in SLA No. 1. The rent rate for Blocks B and C are estimations based on the most competitive Tenant Improvement contractor bid received. The rent will be adjusted accordingly based on actual, negotiated Tenant Improvements costs in a future SLA.

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

Phase I

"Block A" of 14,856 RSF/13,128 USF; *TOTAL Square Footage of 14,856 RSF / 13, 128 USF*

August 23, 2010 – May 22, 2011

\$339,202.18 Annual Rent / \$28,266.8483 Per Month in Arrears

(rate is reflective of rent concessions)

Phases I and II combined

"Block A" of 14,856 RSF/13,128 USF, "Block B" of 30,137 RSF/26,632 USF; *TOTAL Square Footage of 44,993 RS /39,760 USF*

May 23, 2011 – June 22, 2011

Total rent for this month only is \$129,773.1407**

Block A - \$339,202.18 Annual Rent / \$28,266.8483 Per Month

Block B - \$667,683.51 Annual Rent / \$55,640.2924 Per Month

(rates are reflective of rent concessions)

June 23, 2011 - August 22, 2011

Total rent of \$1,006,885.69 Annual Rent / \$83,907.1407 Per Month in Arrears

Block A - \$339,202.18 Annual Rent / \$28,266.8483 Per Month

Block B - \$667,683.51 Annual Rent / \$55,640.2924 Per Month

(rates are reflective of rent concessions)

Phases I, II, and III combined

"Block A" of 14,856 RSF/13,128 USF, "Block B" of 30,137 RSF/26,632 USF, "Block C" of 13,828 RSF/12,220 USF

TOTAL Square Footage of 58,821 RSF / 51,980 USF

August 23, 2011 – May 22, 2012

Total rent of \$1,386,908.08 Annual Rent / \$115,575.6732 Per Month in Arrears

Block A - \$392,185.37 annual rent / \$32,682.1142 Per Month

Block B - \$667,683.51 Annual Rent / \$55,640.2924 Per Month

Block C - \$327,039.20 Annual Rent / \$27,253.2667 Per Month

(rates are reflective of rent concessions)

**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.

INITIALS: _____ & _____
LESSOR GOVT

May 23, 2012 – August 22, 2012

Total rent of \$1,494,446.94 Annual Rent / \$124,537.2450 Per Month In Arrears

Block A - \$392,185.37 annual rent / \$32,682.1142 Per Month
 Block B - \$775,222.37 Annual Rent / \$64,601.8642 Per Month
 Block C - \$327,039.20 Annual Rent / \$27,253.2667 Per Month
(rates are reflective of rent concessions)

August 23, 2012 - August 22, 2015

Total rent of \$1,546,301.94 Annual Rent / \$128,858.4950 Per Month In Arrears

Block A - \$392,185.37 annual rent / \$32,682.1142 Per Month
 Block B - \$775,222.37 Annual Rent / \$64,601.8642 Per Month
 Block C - \$378,894.20 Annual Rent / \$31,574.5167 Per Month

August 23, 2015 – May 22, 2016

Total rent of \$1,501,746.97 Annual Rent / \$125,145.5808 Per Month In Arrears

Block A - \$347,630.40 Annual Rent / \$28,969.20 Per Month
 Block B - \$775,222.37 Annual Rent / \$64,601.8642 Per Month
 Block C - \$378,894.20 Annual Rent / \$31,574.5167 Per Month
(rates are reflective of termination of amortized Tenant Improvement payments for Phase I)

May 23, 2016 – August 22, 2016

Total rent of \$1,431,738.63 Annual Rent / \$119,311.5525 Per Month In Arrears

Block A - \$347,630.40 Annual Rent / \$28,969.2000 Per Month
 Block B - \$705,214.03 Annual Rent / \$58,767.8358 Per Month
 Block C - \$378,894.20 Annual Rent / \$31,574.5167 Per Month
(rates are reflective of termination of amortized Tenant Improvement payments for Phase II)

August 23, 2016 - May 22, 2019

Total rent of \$1,390,247.63 Annual Rent / \$115,853.9692 Per Month In Arrears

Block A - \$347,630.40 Annual Rent / \$28,969.2000 Per Month
 Block B - \$705,214.03 Annual Rent / \$58,767.8358 Per Month
 Block C - \$337,403.20 Annual Rent / \$28,116.9334 Per Month
(rates are reflective of termination of amortized Tenant Improvement payments for Phase III)

May 23, 2019 – May 22, 2020

Total rent of \$1,158,539.69 Annual Rent / \$96,544.9742 Per Month In Arrears

Block A - \$289,692.00 Annual Rent / \$24,141.0000 Per Month
 Block B - \$587,678.36 Annual Rent / \$48,973.1967 Per Month
 Block C - \$281,169.33 Annual Rent / \$23,430.7775 Per Month
(rates are reflective of rent concessions)

May 23, 2020 – August 22, 2020

Total rent of \$1,390,247.63 Annual Rent / \$115,853.9692 Per Month In Arrears

Block A - \$347,630.40.00 Annual Rent / \$28,969.2000 Per Month
 Block B - \$705,214.03 Annual Rent / \$58,767.8358 Per Month
 Block C - \$337,403.20 Annual Rent / \$28,116.9334 Per Month

Base Operating Expenses and Base Real Estate Taxes are the same for Phases I, II and III. 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.

INITIALS:  & 
 LESSOR & GOVT

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 Phases I and III 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

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 commission in the amount of [REDACTED]. The Lessor owes the remainder of the commission, which is [REDACTED], upon full execution of Supplemental Lease Agreement No. 1. 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 and two (2) months during Months 10 and 11 of the eighth (8th) year, of the lease term. 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 Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$6,190.52	FREE	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$6,190.52	FREE			
Month 3	\$32,682.1142	\$16,721.7417			
Month 4	\$32,682.1142	\$16,721.7417			
Month 5	\$32,682.1142	\$16,721.7417			
Month 6	\$32,682.1142	\$16,721.7417			
Month 7	\$32,682.1142	\$16,721.7417			

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Months 106 and 107 RENT ABATEMENT APPLIES					
Months 108-120	\$28,969.20	\$19,199.34	[REDACTED]		

INITIALS:  & 
LESSOR & GOVT

Paragraph 33 (cont.)

Phase II

The commission owed to Jones Lang LaSalle equals [REDACTED] commission on rent of [REDACTED] over an eight (8) year firm term). The Commission Credit of [REDACTED] equaling [REDACTED] will be applied to the shell rent upon occupancy of Phase II. Lessor will pay the adjusted commission amount less the Commission Credit, or [REDACTED] to Jones Lang LaSalle. The first 50% will be due upon execution of this SLA No. 2, and the remainder will be due no later than the date the Government accepts the space. Commission terms and conditions shall be in accordance with the Jones Lang LaSalle Commission Agreement. 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 and two (2) months during Months 1 and 2 of the ninth (9th) year, of the lease term. 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 Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$10,832.4333	FREE	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$10,832.4333	FREE	[REDACTED]	[REDACTED]	[REDACTED]
Month 3	\$64,601.8642	\$33,950.2233	[REDACTED]	[REDACTED]	[REDACTED]
Month 4	\$64,601.8642	\$33,950.2233	[REDACTED]	[REDACTED]	[REDACTED]
Month 5	\$64,601.8642	\$33,950.2233	[REDACTED]	[REDACTED]	[REDACTED]

Months 97 and 98 RENT ABATEMENT APPLIES

Months 99-111	\$58,767.8362	\$38,948.6286	[REDACTED]
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Phase III

The commission owed to Jones Lang LaSalle equals [REDACTED] over a firm term of seven (7) years and nine (9) months). The Commission Credit of [REDACTED] equaling [REDACTED] will be applied to the shell rent upon occupancy of Phase III. Lessor will pay the adjusted commission amount less the Commission Credit, or [REDACTED] to Jones Lang LaSalle. The first 50% will be due upon execution of this SLA No. 2, and the remainder will be due no later than the date the Government accepts the space. Commission terms and conditions shall be in accordance with the Jones Lang LaSalle Commission Agreement. 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 and two (2) months during Months 10 and 11 of the seventh (7th) year, of the lease term. 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 Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$5,647.0167	FREE	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$5,647.0167	FREE	[REDACTED]	[REDACTED]	[REDACTED]
Month 3	\$31,574.5167	\$16,835.59	[REDACTED]	[REDACTED]	[REDACTED]
Month 4	\$31,574.5167	\$16,835.59	[REDACTED]	[REDACTED]	[REDACTED]
Month 5	\$31,574.5167	\$16,835.59	[REDACTED]	[REDACTED]	[REDACTED]
Month 5	\$31,574.5167	\$16,835.59	[REDACTED]	[REDACTED]	[REDACTED]

Months 94 and 95 RENT ABATEMENT APPLIES

Months 96-108	\$28,116.9334	\$19,025.0234	[REDACTED]
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