

**AMENDMENT LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 6

TO LEASE NO. LOH18390

DATE: 9/12/12

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 December 1, 2011, as follows: Amendment Lease Agreement (ALA) No.6 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 December 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 51,980 net useable 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 (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.

**Phase III (SLA No. 6) - Block C - Effective December 1, 2011**

- c. 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

ADDRESS

**IN THE PRESENCE OF**

SIGNATURE

NAME OF SIGNER

ADDRESS

**UNITED STATES OF AMERICA**

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER



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 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 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 nine (9) years, 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**
- c. **Phase III - (Block C) TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on **December 1, 2011** for a period of eight (8) years, eight (8) months, and twenty-two (22) days, with a firm term of seven (7) years and eight (8) 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 December 1, 2011 thru August 22, 2020. **Phase III - (SLA No. 6) - Block C**

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

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

Phase	Start	Block	RM	U	Monthly	Electric	Shell	Open	Reflex	Ti	Adjustment
Phase I Start	Aug 23, 2010	Block A	14,856.00	13,128.00	32,682.11	392,195.37	200,679.16	76,663.13	40,556.88	74,296.20	Total 2 month abatement: \$ 52,983.20 Monthly abatement: \$ 26,491.60
		NET	14,856.00	13,128.00	32,682.11	392,195.37	200,679.16	76,663.13	40,556.88	74,296.20	
Phase II Start	Aug 01, 2011	Block A	14,856.00	13,128.00	32,682.11	392,195.37	200,679.16	76,663.13	40,556.88	74,296.20	No Block A 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	Total 2 month abatement: \$ 107,538.86 Monthly abatement: \$ 53,769.43
		NET	44,993.00	39,760.00	99,125.74	1,189,518.89	608,118.88	232,182.57	122,830.89	226,376.55	1.131614889
Phase III Start	Dec 01, 2011	Block A	14,856.00	13,128.00	32,682.11	392,195.37	200,679.16	76,663.13	40,556.88	74,296.20	No Block A 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	No Block B Changes
		Block C	13,828.00	12,220.00	25,927.50	311,130.00	202,021.34	71,358.22	37,750.44	-	Total 2 month abatement: \$ 51,955.00 Monthly abatement: \$ 25,927.50
		NET	58,821.00	51,980.00	125,053.24	1,500,638.89	810,140.22	303,540.79	160,581.33	226,376.55	1.131608311
Jan 01, 2012		Block A	14,856.00	13,128.00	32,682.11	392,195.37	200,679.16	76,663.13	40,556.88	74,296.20	No Block A 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	No Block B Changes
		Block C	13,828.00	12,220.00	32,531.46	390,377.48	202,021.34	71,358.22	37,750.44	79,247.48	TIPAYMENTS BEGIN
		NET	58,821.00	51,980.00	131,657.20	1,579,896.37	810,140.22	303,540.79	160,581.33	306,624.03	
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
		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	No Block B Changes
		Block C	13,828.00	12,220.00	32,531.46	390,377.48	202,021.34	71,358.22	37,750.44	79,247.48	No Block C Changes
		NET	58,821.00	51,980.00	127,944.28	1,535,331.40	839,871.45	303,540.79	160,581.33	231,337.83	
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	30,137.00	26,632.00	58,767.84	705,214.03	467,420.58	155,519.44	82,274.01	-	BLOCK B TI PAYMENTS END SHELL RENT INCREASE: \$ 59,980.86
		Block C	13,828.00	12,220.00	32,531.46	390,377.48	202,021.34	71,358.22	37,750.44	79,247.48	No Block C Changes
		NET	58,821.00	51,980.00	120,268.49	1,443,221.91	899,852.31	303,540.79	160,581.33	79,247.48	
Dec 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	30,137.00	26,632.00	58,767.84	705,214.03	467,420.58	155,519.44	82,274.01	-	No Block B Changes
		Block C	13,828.00	12,220.00	28,116.93	337,403.20	228,294.54	71,358.22	37,750.44	-	TIPAYMENTS END SHELL RENT INCREASE: \$ 26,273.20
		NET	58,821.00	51,980.00	115,853.97	1,390,247.63	826,125.51	303,540.79	160,581.33	-	



Phase	Date	Block	RSF	USF	Monthly	Annual	Shell	Oper	Rent	TI	Abatement
May 23, 2019		Block A	14,856.00	13,128.00	28,963.20	347,630.40	230,410.39	76,663.13	40,556.88	-	Total 2 month abatement: \$ 52,983.20 Monthly abatement: \$ 26,491.60
		Block B	30,137.00	26,632.00	58,767.84	705,214.03	467,420.58	155,519.44	82,274.01	-	No Block B Changes
		Block C	13,828.00	12,220.00	28,116.93	337,403.20	228,294.54	71,358.22	37,750.44	-	No Block C Changes
		<b>TOTAL</b>	<b>58,821.00</b>	<b>51,980.00</b>	<b>115,853.97</b>	<b>1,390,247.63</b>	<b>926,125.51</b>	<b>303,540.79</b>	<b>160,581.33</b>	<b>-</b>	
Aug 01, 2019		Block A	14,856.00	13,128.00	28,963.20	347,630.40	230,410.39	76,663.13	40,556.88	-	No Block A Changes
		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
		Block C	13,828.00	12,220.00	28,116.93	337,403.20	228,294.54	71,358.22	37,750.44	-	Total 2 month abatement: \$ 56,233.87 Monthly abatement: \$ 28,116.93
		<b>TOTAL</b>	<b>58,821.00</b>	<b>51,980.00</b>	<b>115,853.97</b>	<b>1,390,247.63</b>	<b>926,125.51</b>	<b>303,540.79</b>	<b>160,581.33</b>	<b>-</b>	

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


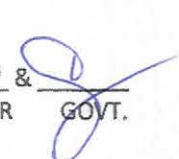
**Phase I – Block A**  
**14,856 RSF / 13,128 USF Total**

**BLOCK 'A' RENT SCHEDULE**

Phase	Date	Block	RSF	USF	Monthly	Annual	Shell	Oper	Rent	TI	Abatement
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: \$ 339,202.19
	Aug 23, 2015	Block A	14,856.00	13,128.00	28,963.20	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	28,963.20	347,630.40	230,410.39	76,663.13	40,556.88	-	Total 2 month abatement: \$ 57,938.40 Monthly abatement: \$ 28,963.20 9th year Annual paid to Lessor: \$ 289,692.00
Aug 23, 2010	Rate of RSF	14,856.00	RSF			26.40	13.51	5.16	2.73	5.00	
Aug 23, 2015	Rate of RSF	14,856.00	RSF			23.40	15.51	5.16	2.73	-	
May 23, 2019	Rate of RSF	14,856.00	RSF			23.40	15.51	5.16	2.73	-	
Aug 23, 2010	Rate of USF			13,128.00	USF	23.97	15.23	5.84	3.09	5.66	
Aug 23, 2015	Rate of USF			13,128.00	USF	26.48	17.55	5.84	3.09	-	
May 23, 2019	Rate of USF			13,128.00	USF	26.48	17.55	5.84	3.09	-	

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

Aug 01, 2011	Block B - Change Only
Dec 01, 2011	Block C - Change Only
Jan 01, 2012	Block C - Change Only
Aug 01, 2016	Block B - Change Only
Dec 01, 2016	Block C - Change Only
Dec 01, 2018	Block C - Change Only
Aug 01, 2019	Block B - Change Only

Initials:  &   
LESSOR GOVT.

**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	Abatement
Phase II Start	Aug 01, 2011	Block B	30,137.00	26,632.00	66,443.63	797,323.52	407,438.72	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: \$ 589,784.56
	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: \$ 117,536.58 Monthly abatement: \$ 58,767.84 5th year Annual paid to Lessor: \$ 547,678.35
Aug 01, 2011	Rates / RSF	30,137.00 RSF			26.46		13.52	5.16	2.73	5.06	
Aug 01, 2016	Rates / RSF	30,137.00 RSF			23.40		16.51	5.16	2.73	-	
Aug 01, 2019	Rates / RSF	30,137.00 RSF			23.40		16.51	5.16	2.73	-	
Aug 01, 2011	Rates / USF	26,632.00 USF			29.94		15.30	5.84	3.09	5.71	
Aug 01, 2016	Rates / USF	26,632.00 USF			26.48		17.55	5.84	3.09	-	
Aug 01, 2019	Rates / USF	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
Dec 01, 2011	Block C - Change Only
Jun 01, 2012	Block C - Change Only
Aug 23, 2015	Block A - Change Only
Dec 01, 2016	Block C - Change Only
Dec 01, 2018	Block C - Change Only
May 23, 2019	Block A - Change Only

**Phase III – Block C**  
**13,828 RSF / 12,220 USF Total**

**BLOCK C RENT SCHEDULE**

Phase	Date	Block	RSF	USF	Monthly	Annual	Shell	Opex	Re-Tax	TI	Abatement
Phase III	Dec 01, 2011	Block C	13,828.00	12,220.00	25,927.50	311,130.00	202,021.34	71,358.22	37,750.44	-	Total 2 month abatement: \$ 51,855.00 Monthly abatement: \$ 25,927.50 1st year Annual paid to Lessor: \$ 258,275
	Jun 01, 2012	Block C	13,828.00	12,220.00	32,531.46	390,377.48	202,021.34	71,358.22	37,750.44	79,247.48	TI Payments Begin
	Dec 01, 2016	Block C	13,828.00	12,220.00	28,116.93	337,403.20	228,294.54	71,358.22	37,750.44	-	TI Payments End Shell Rent Increase: \$ 26,273.20
	Aug 01, 2019	Block C	13,828.00	12,220.00	28,116.93	337,403.20	228,294.54	71,358.22	37,750.44	-	Total 2 month abatement: \$ 56,233.87 Monthly abatement: \$ 28,116.93 5th Year Annual paid to Lessor: \$ 281,169.33
Dec 01, 2011	Rates / RSF	13,828.00 RSF			22.50		14.61	5.16	2.73	-	
Jun 01, 2012	Rates / RSF	13,828.00 RSF			28.23		14.61	5.16	2.73	5.73	
Dec 01, 2016	Rates / RSF	13,828.00 RSF			24.40		16.51	5.16	2.73	-	
Aug 01, 2019	Rates / RSF	13,828.00 RSF			24.40		16.51	5.16	2.73	-	
Dec 01, 2011	Rates / USF	12,220.00 USF			25.46		16.53	5.84	3.09	-	
Jun 01, 2012	Rates / USF	12,220.00 USF			31.96		16.53	5.84	3.09	6.48	
Dec 01, 2016	Rates / USF	12,220.00 USF			27.61		18.68	5.84	3.09	-	
Aug 01, 2019	Rates / USF	12,220.00 USF			27.61		18.68	5.84	3.09	-	

For the Below Dates There are NO Block C Rate or Sqft Changes:

Aug 23, 2010	Block A - Change Only
Aug 01, 2011	Block B - Change Only
Jun 01, 2012	Block B - Change Only
Aug 23, 2015	Block A - Change Only
Aug 01, 2016	Block B - Change Only
May 23, 2019	Block A - Change Only



**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.
- Phase III (Block C) – The principle amount of \$356,613.66 will be amortized at a rate of 0.00% over a 54 month Term, beginning June 1, 2012.

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.

It is mutually understood, that the Lessor has agreed to provide rent abatements for Phase I, II, and III 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 23<sup>rd</sup>, 2010  
Period 2: Two (2) monthly rent abatements beginning May 23<sup>rd</sup>, 2019

**Phase II – Block B**

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

**Phase III – Block C**

3. A total of four (4) months rent abatement:  
Period 1: Two (2) monthly rent abatements beginning December 1<sup>st</sup>, 2011  
Period 2: Two (2) monthly rent abatements beginning August 1<sup>st</sup>, 2019.

*\*\*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 4 is hereby amended to establish the firm term and notice period of the lease as follows:***

4.

- a) **Block A** - 13,128 net useable square feet (14,856 rentable square feet) – The Government may exercise the right to terminate Block A space at any time after **May 22, 2019**, by providing a written "Ninety (90) Days Notice" to the Lessor. No rent shall accrue after the effective date of the requested termination. The said effective date of termination shall be computed by commencing the required ninety (90) day lead time beginning day after post marked date of the mailing of the notice.
- b) **Block B** - 26,632 net useable square feet (30,137 rentable square feet) – The Government may exercise the right to terminate Block B space at any time after **July 31, 2019**, by providing a written "Ninety (90) Days Notice" to the Lessor. No rent shall accrue after the effective date of the requested termination. The said effective date of termination shall be computed by commencing the required ninety (90) day lead time beginning day after post marked date of the mailing of the notice.
- c) **Block C** - 12,220 net useable square feet (13,828 rentable square feet) – The Government may exercise the right to terminate Block C space at any time after **July 31, 2019**, by providing a written "Ninety (90) Days Notice" to the Lessor. No rent shall accrue after the effective date of the requested termination. The said effective date of termination shall be computed by commencing the required ninety (90) day lead time beginning day after post marked date of the mailing of the notice.

**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 \$303,540.79, 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 is \$76,681.39, or \$5.16 per rentable square foot. During the first year, two months of this amount has been abated, so the first year's total operating expenses are \$63,901.20, effective August 23, 2010.
  - b. The base year's operating cost for the leased premises for Phase II is \$155,506.92, or \$5.16 per rentable square foot. During the first year, two months of this amount has been abated, so the first year's total operating expenses are \$129,589.10, effective August 1, 2011.
  - c. The base year's operating cost for the leased premises for Phase III is \$71,358.22, or \$5.16 per rentable square foot. During the first year, two months of this amount has been abated, so the first year's total operating expenses are \$59,465.19, effective December 1, 2011.

**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 \$160,518.33, or \$2.73 per rentable square foot. The tax basis 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. During the first year, two months of this amount has been abated, so the first year's total tax expense is \$33,797.40, effective August 23, 2010.
  - 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 has been abated, so the first year's total tax expense is \$68,561.66, effective August 1, 2011.
  - c. The base year's tax base cost for the leased premises for Phase III is \$37,750.44, or \$2.73 per rentable square foot. During the first year, two months of this amount has been abated, so the first year's total tax expense is \$31,458.70, effective December 1, 2011.

The Tax Parcel Identification Number is [REDACTED]

**Paragraph 16 is hereby deleted and replaced with the following**

16. **Government's percent of the net rentable square feet area of the building:** It is understood and agreed that for real estate adjustment purposes, in accordance with Section 4.2 of the Solicitation for Offers No. LOH18390 attached to this lease, the Government will occupy a total of 21.18 percent (%) of the net rentable square foot area of both buildings (Building I and II), effective December 1, 2011 which is listed below:

- a. Under Phase I the Government occupies 10.96 percent (%) of the net rentable 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 rentable square foot area of the Park Center II building, effective August 1, 2011.
- c. Under Phase III the Government occupies 10.20 percent (%) of the net rentable square foot area of the Park Center I building, effective December 1, 2011.



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.

Commission for expansion space in Phase III 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 (1<sup>st</sup>) year beginning August 23<sup>rd</sup>, 2010, and two (2) months beginning May 23<sup>rd</sup>, 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		-

## Phase II – Block B

The commission owed to Jones Lang LaSalle equal [REDACTED] over firm term ending July 31, 2019). 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 Lessor has paid [REDACTED] of this amount and the remainder will be due upon the GSA's exception of the Phase III 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 (1<sup>st</sup>) year beginning August 1<sup>st</sup>, 2011, and two (2) months beginning August 1<sup>st</sup>, 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	12,674.20	Abated	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	12,674.20	Abated	[REDACTED]	[REDACTED]	[REDACTED]
Month 3	66,443.63	33,953.31	[REDACTED]	[REDACTED]	[REDACTED]
Month 4	66,443.63	33,953.31	[REDACTED]	[REDACTED]	[REDACTED]
Month 5	66,443.63	33,953.31	[REDACTED]	[REDACTED]	[REDACTED]

### ABATEMENT SCHEDULE:

Rent Period	Scheduled Monthly Rent	Monthly Abatement		Adjusted Monthly Rent (Less Abatement)
Aug 01, 2011	66,443.63	53,769.43		12,674.20
Sep 01, 2011	66,443.63	53,769.43		12,674.20
Aug 01, 2019	58,767.84	58,767.84		-
Sep 01, 2019	58,767.84	58,767.84		-



### Phase III – Block C

The commission owed to Jones Lang LaSalle equals [REDACTED] over a firm term ending November 30, 2019). The Commission Credit of [REDACTED] equalling [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 Lessor has paid [REDACTED] of this amount and the remainder [REDACTED] will be due upon the GSA's exception of the Phase III 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. The first two (2) month abatement will be applied beginning December 1, 2011. The second two (2) month abatement will be applied beginning August 1, 2019. 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)
Dec 01, 2011	-	Abated	[REDACTED]		
Jan 01, 2012	-	Abated			
Feb 01, 2012	25,927.50	16,835.11			
Mar 01, 2012	25,927.50	16,835.11			
Apr 01, 2012	25,927.50	16,835.11			

**ABATEMENT SCHEDULE:**

Rent Period	Scheduled Monthly Rent	Monthly Abatement		Adjusted Monthly Rent (Less Abatement)
Dec 01, 2011	25,927.50	25,927.50		-
Jan 01, 2012	25,927.50	25,927.50		-
Aug 01, 2019	28,116.93	28,116.93		-
Sep 01, 2019	28,116.93	28,116.93		-

END SLA 6