

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04B-62411
ADDRESS OF PREMISES 900 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324-3920	PDN Number: PS 00026928

THIS AMENDMENT is made and entered into between Duke Realty Limited Partnership

whose address is: 600 E. 96TH Street, Suite 100, Indianapolis, IN 46240

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 order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 10, 2013, as follows:

- I. The Government hereby issues Notice to Proceed for the construction of Tenant Improvements in the amount of \$563,754.51 for the United States General Services Administration (GSA) space located at 900 South Pine Island Road Plantation, FL 33324-3920. The tenant improvements allowance of \$417,530.05 will be amortized into the rent over the firm term of the lease. The Government hereby orders the balance of \$146,224.46.

Base Cost of Tenant Improvements	\$ 491,634.87
General Contractor Fee: (6%)	\$ 29,498.09
Lessor Project Management Fee: (3%)	\$ 14,749.05
Architectural and Engineering: (2.50 per ABOA SF)	\$ 27,872.50
Tenant Improvements Total	\$ 563,754.51
Tenant Improvement Amortized in Rent	\$ 417,530.05
Lump Sum Payment to Lessor	\$ 146,224.46

This Lease Amendment contains {2} page.

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:

DUKE REALTY LIMITED PARTNERSHIP, an

[Redacted Signature]

Senior Vice President
South Florida Operations

Date: 7/16/2013

FOR

[Redacted Signature]

Sign
Nam
Title
GSA
Date

7/17/13

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: [Redacted]

Title: EAA, Leasing

Date: 7/16/13

II. Upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment for a balance not exceeding \$146,224.46. Said invoice shall include the invoice date, the name and address of the Lessor, the lease number, the building address, this LA # and GSA PDN #.

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:

Lessor shall submit original invoice directly to:
General Services Administration
FTS and PBS Payment Division (7BCD)
Fort Worth, TX 76102-0181


Lessor must copy Contracting Officer at:
General Services Administration
7771 W. Oakland Park Blvd. Suite 119
Sunrise, FL 33351

III. The Government-approved construction drawings dated April 15, 2013 which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A (28 pages). This Notice to Proceed is in accordance with the cost proposal provided by Duke Realty Limited Partnership dated July 03, 2013 and attached as Exhibit B.

IV. The Lessor hereby waives restoration as a result of all improvements.

WHEREAS the occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

~~The attached General Conditions pages 1-5 are hereby made part of this LA number 1.~~

INITIALS:  LESSOR

&

 GOVT