

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-04B-62220
3800 Camp Creek Parkway Building 2400 Atlanta, GA 30331	PDN Number:

THIS AMENDMENT is made and entered into between Duke Secured Financing 2006, LLC

whose address is: 3715 Davinci Court, Suite 300, Peachtree Corners, GA 30092-7613
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 HAVE AND TO HOLD the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 10 years firm effective June 9, 2014 through June 8, 2024 and a period of 5 years non-firm effective June 9, 2024 through June 8, 2029 which is cancellable by Government upon 90 days prior written notice.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Agreement (LA) to start rent:

The square footage in LA1 is re-stated as 13,398 RSF / 12,142 ABOASF. 71 Surface Parking spaces are at no cost.

The operating costs in subject lease are re-stated in Paragraph 12 as \$5.59 PRSF or \$74,894.82 per annum.


Paragraph 1.03 of the lease is hereby deleted in its entirety and replaced with:

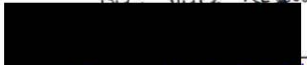



RENT AND OTHER CONSIDERATION (AUG 2011)

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



This Lease Amendment contains 2 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: *Duke Secured Financing 2006, LLC*
By: Duke Realty Limited Partnership
As: Duke Realty Corporation **FO** 

Signature:  Signature: 
Name: Tammie D. Parker Name: 
Title: Vice President, Legal Title: 
Entity Name: Duke Secured Financing 2006, LLC GSA, Public Buildings Service,
Date: 7/10/14 Date: 7-14-14

WITNESSED FOR THE LESSOR BY:


Signature: 
Name: REBECCA L. SIMMONS
Title: PROJECT MANAGER
Date: 7.10.14

	FIRM TERM 6-9-14/6-8-24		NON FIRM TERM 6-9-24/6-8-29	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$163,857.54	\$12.23 ¹	\$165,465.30	\$12.35
TENANT IMPROVEMENTS RENT ²	\$ 69,406.33	\$5.18 ²	\$ 0.00	\$0.00 ²
OPERATING COSTS	\$ 74,894.82	\$5.59 ³	\$ 74,894.82	\$5.59 ³
TOTAL ANNUAL RENT	\$308,158.69	\$23.00	\$240,360.12	\$17.94

¹Shell rent (Firm Term) calculation: \$12.23 per RSF multiplied by 13,398 RSF.

²The Tenant Improvement Allowance of \$476,714.35 is amortized at a rate of 8 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.59 per RSF multiplied by 13,398 RSF for a total of \$74,894.82. This is the base rate for the CPI adjustment.

Paragraph 1.04 of the lease is hereby deleted in its entirety and replaced with:

BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. **Studley, Inc** ("Broker") is the authorized real estate broker representing GSA in connection with this 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 Studley, 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 second month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Commission Credit: [REDACTED]
Credit Amortization: [REDACTED]

- Month 2 Rental Payment \$25,679.89 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$25,679.89 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.
- Month 4 Rental Payment \$25,679.89 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.
- Month 5 Rental Payment \$25,679.89 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.
- Month 6 Rental Payment \$25,679.89 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.
- Month 7 Rental Payment \$25,679.89 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.
- Month 8 Rental Payment \$25,679.89 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 8th Month's Rent.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

INITIALS: TOP LESSOR & [Signature] GOVT