

LEASE NO. GS-04B-62454

Succeeding/Superseding Lease
GSA FORM L202 (6/12)

This Lease is made and entered into between

Duke Realty Limited Partnership

(Lessor), whose principal place of business is **600 East 96th Street, Suite 100, Indianapolis, IN 46240-3788**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1000 South Pine Island Rd., Plantation, FL 33324-3920

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **November 26, 2012** and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation, an Indiana corporation, its General Partner

By: Edward P. Mitchell
Edward P. Mitchell
Senior Vice President
South Florida Operations

Date: 12/4/2012

FOR THE GOVERNMENT:

Theresa Fung
Theresa Fung

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12-5-2012

WITNESSED FOR THE LESSOR BY:

Chris Gallagher

Name: Chris Gallagher

Title: VP of Leasing

Date: 12/4/12

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	4
1.01	THE PREMISES (SUCCEEDING) (JUN 2012)	4
1.02	EXPRESS APPURTENANT RIGHTS (JUN 2012)	4
1.03	RENT AND OTHER CONSIDERATION (JUN 2012)	4
1.04	BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) INTENTIONALLY DELETED	5
1.05	TERMINATION RIGHTS (AUG 2011)	5
1.06	RENEWAL RIGHTS (AUG 2011)	5
1.07	DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)	5
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011) INTENTIONALLY DELETED	5
1.09	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)	5
1.10	ESTABLISHMENT OF TAX BASE (JUN 2012) INTENTIONALLY DELETED	5
1.11	OPERATING COST BASE (AUG 2011)	5
1.12	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)	5
1.13	HOURLY OVERTIME HVAC RATES (AUG 2011)	5
1.14	24-HOUR HVAC REQUIREMENT (APR 2011)	6
1.15	BUILDING IMPROVEMENTS (JUN 2012) INTENTIONALLY DELETED	6
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS	7
2.01	DEFINITIONS AND GENERAL TERMS (JUN 2012)	7
2.02	AUTHORIZED REPRESENTATIVES (JUN 2012)	7
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)	8
2.04	WAIVER OF RESTORATION (APR 2011)	8
2.05	PAYMENT OF BROKER (JULY 2011) INTENTIONALLY DELETED	8
2.06	CHANGE OF OWNERSHIP (JUN 2012)	8
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	8
2.08	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	10
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	10
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	11
3.01	WORK PERFORMANCE (JUN 2012)	11
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)	11
3.03	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	11
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	11
3.05	CONSTRUCTION WASTE MANAGEMENT (SUCCEEDING) (JUN 2012)	11
3.06	BUILDING SHELL REQUIREMENTS (JUN 2012)	12
3.07	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011)	12
3.08	QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011)	12
3.09	VESTIBULES (SUCCEEDING) (APR 2011)	12
3.10	MEANS OF EGRESS (JUN 2012)	12
3.11	AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)	13
3.12	FIRE ALARM SYSTEM (JUN 2012)	13
3.13	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	13
3.14	ELEVATORS (JUN 2012)	13
3.15	FLAGPOLE (AUG 2011) INTENTIONALLY DELETED	14
3.16	DEMOLITION (JUN 2012)	14
3.17	ACCESSIBILITY (FEB 2007)	14
3.18	CEILINGS (JUN 2012)	14
3.19	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)	14
3.20	DOORS: IDENTIFICATION (APR 2011)	15
3.21	WINDOWS (SUCCEEDING) (SEPT 2011)	15
3.22	PARTITIONS: GENERAL (APR 2011)	15
3.23	PARTITIONS: PERMANENT (JUN 2012)	15
3.24	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	15
3.25	WALL FINISHES – SHELL (SUCCEEDING) (JUN 2012)	15
3.26	PAINTING - SHELL (JUN 2012)	15
3.27	FLOORS AND FLOOR LOAD (AUG 2011)	15
3.28	FLOOR COVERING AND PERIMETERS – SHELL (SUCCEEDING) (JUN 2012)	15
3.29	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	16
3.30	BUILDING SYSTEMS (APR 2011)	16
3.31	ELECTRICAL (JUN 2012)	16
3.32	DRINKING FOUNTAINS (APR 2011)	16
3.33	RESTROOMS (JUN 2012)	16
3.34	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	17
3.35	JANITOR CLOSETS (SUCCEEDING) (JUN 2012)	17
3.36	HEATING VENTILATION AND AIR CONDITIONING – SHELL (JUN 2012)	17
3.37	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011)	17
3.38	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	17
3.39	LIGHTING: INTERIOR AND PARKING - SHELL (JUN 2012)	18
3.40	ACOUSTICAL REQUIREMENTS (JUN 2012)	18

3.41	INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012).....	18
3.42	SYSTEMS COMMISSIONING (APR 2011).....	19
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES.....		20
4.01	SCHEDULE FOR COMPLETION OF SPACE (SUCCEEDING) (JUN 2012).....	20
4.02	ACCEPTANCE OF SPACE (SUCCEEDING) (JUN 2012).....	20
4.03	AS-BUILT DRAWINGS (JUN 2012).....	20
SECTION 5 TENANT IMPROVEMENT COMPONENTS.....		21
5.01	TENANT IMPROVEMENT REQUIREMENTS (JUN 2012).....	21
5.02	FINISH SELECTIONS (SUCCEEDING) (SEPT 2011)	21
5.03	DOORS: INTERIOR (SUCCEEDING) (JUN 2012).....	21
5.04	DOORS: HARDWARE (SUCCEEDING) (JUN 2012).....	21
5.05	PARTITIONS: SUBDIVIDING (SUCCEEDING) (JUN 2012)	21
5.06	WALL FINISHES (JUN 2012).....	21
5.07	PAINTING –TI (JUN 2012).....	21
5.08	FLOOR COVERINGS AND PERIMETERS (JUN 2012).....	22
5.09	HEATING AND AIR CONDITIONING (SUCCEEDING) (SEPT 2011)	23
5.10	ELECTRICAL: DISTRIBUTION (SUCCEEDING) (JUN 2012).....	23
5.11	LIGHTING: INTERIOR AND PARKING – TI (SUCCEEDING) (JUN 2012).....	23
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		24
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012).....	24
6.02	UTILITIES (APR 2011).....	24
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2014) INTENTIONALLY DELETED	24
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012).....	24
6.05	HEATING AND AIR CONDITIONING (AUG 2011).....	24
6.06	OVERTIME HVAC USAGE (JUN 2012).....	24
6.07	JANITORIAL SERVICES (JUN 2012).....	24
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	25
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012).....	25
6.10	SNOW REMOVAL (APR 2014) INTENTIONALLY DELETED	25
6.11	MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012)	25
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)	26
6.13	ASBESTOS ABATEMENT (APR 2011)	26
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	26
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	26
6.16	LANDSCAPING (SUCCEEDING) (JUN 2012)	26
6.17	LANDSCAPE MAINTENANCE (APR 2011).....	26
6.18	RECYCLING (JUN 2012).....	26
6.19	RANDOLPH-SHEPPARD COMPLIANCE (JUN 2012).....	27
6.20	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2012) INTENTIONALLY DELETED	27
6.21	INDOOR AIR QUALITY (JUN 2012)	27
6.22	RADON IN AIR (SUCCEEDING) (JUN 2012)	27
6.23	RADON IN WATER (JUN 2012).....	28
6.24	HAZARDOUS MATERIALS (OCT 1996)	28
6.25	MOLD (AUG 2008).....	28
6.26	OCCUPANT EMERGENCY PLANS (APR 2011).....	29
6.27	FLAG DISPLAY (APR 2014) INTENTIONALLY DELETED	29
SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		30
7.01	SECURITY STANDARDS (JUN 2012).....	30
7.02	SECURITY CARDS.....	30
7.03	BUILDING HOURS.....	30
7.04	MODIFIED CLAUSES	30

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise expressly stated herein, the Government accepts the Premises and tenant improvements in their existing, as-is condition, provided that the Lessor shall comply with all applicable fire protection, life safety and ABAAS requirements as well as local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 19,949 rentable square feet (RSF), yielding 17,197 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the third floor and known as Suite 300, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 16 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: The Government has the right to use up to 71 parking spaces at no charge. These unreserved parking spaces are located both in surface parking and the garage. Additionally the parking to square foot ratio available on site shall meet current local code requirements. Where available, regularly scheduled public transportation must be available to cover the commuting needs of the public. Parking will be surfaced (asphalt or cement), with curbs, adequate drainage, and painted with stripes and arrows identifying traffic flow. In addition, Lessor shall provide such sufficient parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

	FIRM TERM: YEARS 1-5 NOVEMBER 26, 2012-NOVEMBER 25, 2017	NON FIRM TERM: YEARS 6-10 NOVEMBER 26, 2017-NOVEMBER 25, 2022
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$501,717.00	\$501,717.00
OPERATING COSTS ²	\$166,774.00	\$166,774.00
TOTAL ANNUAL RENT	\$668,491.00	\$668,491.00

¹Shell rent (Firm Term) calculation: \$25.20 per RSF multiplied by 19,949 RSF

²Operating Costs rent calculation: \$8.36 per RSF multiplied by 19,949 RSF

~~In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.~~

~~B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,197 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3617.~~

~~C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.~~

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property, described in the paragraph entitled the Premises

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 ~~BROKER-COMMISSION AND COMMISSION CREDIT (JUN-2012)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of 5 YEARS at the following rental rate(s):

	OPTION TERM: YEARS 11-15	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$628,393.50	\$31.50
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 1 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 240 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
SECURITY REQUIREMENTS	2	B
GSA FORM 3517B GENERAL CLAUSES	46	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	D
SMALL BUSINESS SUBCONTRACTING PLAN	9	E

1.08 ~~TENANT-IMPROVEMENT-RENTAL-ADJUSTMENT (SUCCEEDING) (SEPT-2011)~~ INTENTIONALLY DELETED

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 8.30 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 19,949 RSF by the total Building space of 240,308 RSF.

1.10 ~~ESTABLISHMENT OF TAX-BASE (JUN-2012)~~ INTENTIONALLY DELETED

1.11 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$8.36 per RSF (\$166,774.00/annum).

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.75 per ABOA SF of Space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$50.00 per hour for the entire Space.

1.14 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. 24-hour HVAC is required by the Government for the following designated rooms or areas of the Premises: two (2) MDF rooms totaling approximately 500 SF. Such services shall be provided by the Lessor at an annual rate of **\$27,040**, and in accordance with the paragraph titled "Overtime HVAC Usage."

1.15 BUILDING IMPROVEMENTS (JUN-2012) INTENTIONALLY DELETED