

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO  
GS-05B-18365

THIS LEASE, made and entered into this date by and between Duke Realty Limited Partnership

whose address is 600 E. 96<sup>th</sup> Street, Suite 100  
Indianapolis, Indiana 46240

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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

1. The Lessor hereby leases to the Government the following described premises:
  - A. A total of 12,973 rentable square feet (RSF) consisting of 11,380 ANSI/BOMA Office Area square feet (USF) of space located on the third (3rd) floor of Hamilton Crossing IV, 12900 North Meridian Street, Carmel, Indiana 46032 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
  - B. Eight (8) on-site reserved surface parking spaces are included in the rent.
  - C. In accordance with the SFO paragraph 4.1.C. entitled Common Area Factor, the common area factor is established as 1.13998%.
  - D. In accordance with the SFO, the percentage of Government occupancy is established as 15.4%.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, seven (7) years firm, beginning upon the substantial completion of the space and acceptance by the Government as satisfactorily complete. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
3. The Government shall pay the Lessor annual rent of \$252,973.50 at the rate of \$21,081.125 per month in arrears for Years 1-5. The Government shall pay the Lessor annual rent of \$265,946.50 at the rate of \$22,162.208 per month in arrears for Years 6-10. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

Duke Realty Limited Partnership  
600 E. 96<sup>th</sup> Street, Suite 100  
Indianapolis, Indiana 46240

Lessor is providing five (5) months of free aggregate rent. The free rent shall be applied to the first five (5) months of rental due and payable in the first Lease Year.
4. The Government may terminate this lease at any time after the firm term by giving at least ninety (90) days' written notice to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance and other operations as set forth elsewhere in this lease.

B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18365 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form, including the following:

- Lessor shall replace the carpeting, including moving of furniture, within the leased premises;
- Lessor shall repaint painted surfaces within the leased premises;
- Lessor shall repair and clean vinyl wall covering within the demised premises; and
- Lessor shall install/apply shatter resistant window protection to windows, as required in Section 10 of the SFO, within the demised premises.

7. The following are attached and made a part hereof:

U.S. Government Lease For Real Property, Standard Form 2 – 2 pages  
Attachment A (Paragraphs 9 – 24) – 3 Pages  
Solicitation for Offers (SFO No. GS-05B-18365 dated November 9, 2009) — 51 Pages  
SFO Amendment No. 1 – 1 Page  
Form 3517B, General Clauses (Rev 11/05) — 33 Pages  
Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages  
Exhibit A, Floor Plan — 1 Page  
Revised Final Proposal dated May 10, 2010 with enclosures – 7 Pages

8. The following changes were made in this lease prior to execution:

Paragraph 5 was deleted in its entirety without substitution.

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

Page 2 of 2

LESSOR DUKE REALTY LIMITED PARTNERSHIP

BY Charles E. Pedell  
(Signature)

(Signature)

IN PRESENCE OF: Alan C. Segur  
(Signature of Witness)

600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, IN 46240  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY John B. Dawson  
John Dawson

6-8-2010  
Contracting Officer

(Official title)

9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated March 8, 2010, as received May 10, 2010, submitted by the Lessor under SFO No. GS-05B-18365 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
10. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 11,949 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO, as amended by SFO Amendment No. 1.
- If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.
- Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$22.23 per usable square foot per annum.
11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 is \$59,156.88 per annum for 12,973 rentable square feet.
12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 15.4%. The Property Tax Identification Number is 16-09-26-00-00-016.401.
13. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$0 per usable square foot per annum for operating expenses.
14. Pursuant to Paragraph 4.6 of the SFO, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at the rate of \$40.00 per hour. In addition, Lessor shall provide HVAC to those areas requiring 24-hour HVAC at the rate of \$0 per hour.
15. Lessor shall provide janitorial service within Tenant's space during normal office hours, 8:30 a.m. to 3:30 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
16. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. There is no Tenant Improvement Allowance being provided by the Lessor. Lessor is providing the space "as is" with the exception of the following specifications:
- Lessor shall replace the carpeting, including moving of furniture, within the leased premises;
  - Lessor shall repaint painted surfaces within the leased premises;
  - Lessor shall repair and clean vinyl wall covering within the demised premises; and
  - Lessor shall install/apply shatter resistant window protection to windows, as required in Section 10 of the SFO, within the demised premises.
17. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
18. The Lessor is a Limited Partnership and a large business. The Tax Identification Number is [REDACTED]. The DUNS number is 174714787. The signatory authority for Lessor is Charles E. Podell, Sr. Vice President, Duke Realty Limited Partnership.

INITIALS:  LESSOR &  GOVERNMENT

STANDARD FORM 2, ATTACHMENT A

Lease No. GS-05B-18365

PAGE 2 of 3

19. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.
20. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
21. It is agreed by the parties hereto that all the terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and Government are neither applicable nor binding on either party. This agreement may be amended only by written instrument executed by the Lessor and the Government.
22. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
23. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Leased Premises".
24. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED] (see attached calculation sheet). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit ([REDACTED]) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment is abated.

Second Month's Rental Payment is abated.

Third Month's Rental Payment is abated.

Fourth Month's Rental Payment is abated.


Fifth Month's Rental Payment is abated.

Sixth Month's Rental Payment \$21,081.125 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's rent.

Seventh Month's Rental Payment \$21,081.125 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's rent.

INITIALS:  &   
LESSOR GOVERNMENT

### Paragraph 24 - Commission Calculation Worksheet



**NOTE:** This calculation includes 5 months of Gross/Aggregate Rent Abatement in Lease Year 1 totalling \$105,405.63

Total:		
--------	--	--

Monthly Shell Rent	\$16,151.39
# of Months Credit Deducted	2 Month(s)
Monthly Credit	
Adjusted Shell Rent	\$2,620.55
Opex, TI & BS	\$4,929.74
Adjusted Monthly Rent	

CRP 8