

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE  
05/21/2011

LEASE NO.

LIN18488

THIS LEASE, made and entered into this date by and between MCP PARTNERS THREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY, GIO INLAND AMERICAN OFFICE MANAGEMENT, LLC J.T. *J.T.*

Whose address is 2801 BUTTERFIELD RD.  
OAK BROOK, IL 60523

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: A total of 4,621 rentable square feet (RSF) of office and related spaces, which yields 4,706 ANS/BOMA Office Area square feet (USF) of space on the second floor at Meridian Corporate Plaza Three, 501 Pennsylvania Parkway, Indianapolis, IN 46280-1380 to be used for such purposes as determined by the General Services Administration.

A total of seven (7) reserved, surface parking spaces are available to the Government.

Said premises to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years after beginning the date the leasehold improvements constructed by the Lessor are substantially complete and accepted by the Government, subject to termination rights herein set forth. The date of substantial completion is within sixty (60) working days after receiving the Notice to Proceed from the Government with Tenant Buildout. Estimated date of substantial completion is November 1, 2011.

3. The Government shall pay the Lessor rent as follows:

Years 1 through 5 Annual Rent: \$108,685.92 payable in monthly arrears of \$9,057.16.  
Years 6 through 10 Annual Rent: \$115,683.83 payable in monthly arrears of \$9,638.64.

Years 1-5	BSP Rate	BSP Rate
Shell Rent	\$12.91	\$14.53
T.I.	\$3.85	\$4.33
Taxes	\$2.14	\$2.41
Operating Costs	\$4.62	\$5.20
Full Service Rent	\$23.52	\$26.47

Years 6-10	BSP Rate	BSP Rate
Shell Rent	\$14.42	\$16.23
T.I.	\$3.85	\$4.33
Taxes	\$2.14	\$2.41
Operating Costs	\$4.62	\$5.20
Full Service Rent	\$25.03	\$28.17

Rent for a lesser period shall be pro-rated. Rent checks shall be made payable to:

MCP PARTNERS THREE, LLC, GIO INLAND AMERICAN OFFICE  
MANAGEMENT, LLC  
2801 BUTTERFIELD ROAD  
OAK BROOK, IL 60523  
ATTN: ACCOUNTS RECEIVABLE

4. The Government may terminate this lease in whole or in part at any time on or after the firm term of the lease 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.~~

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

All services, utilities (with the exception of electricity for lights and outlets within the Government's demised area), parking and maintenance of the building. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in this lease.

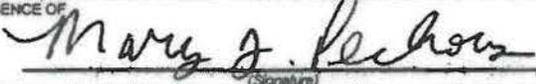
6. The following are attached and made a part hereof:
- A. Standard Form 2, Attachment A (Paragraphs 8-28) consisting of 3 pages;
  - B. Solicitation for Offers LILN18408 dated December 2, 2009, consisting of 53 pages;
  - C. [REDACTED] Space Requirement Document, dated February 10, 2011, consisting of 11 pages;
  - D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [9/01]), consisting of 33 pages;
  - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]), consisting of 7 pages;
  - F. Exhibit A, Site Plan and Floor Plans, consisting of 3 pages
  - G. Form B, Document Security Form, consisting of 2 pages.
  - H. Tenant Improvement Amortization Letter dated August 10, 2010, consisting of 1 page
  - I. Inland American Real Estate Trust, Inc. Incumbency Certificate dated March 3, 2011, consisting of 1 page

7. The following changes were made in this lease prior to its execution:  
PARAGRAPH 5 ABOVE WAS DELETED IN ITS ENTIRETY WITH NO SUBSTITUTIONS.

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

**LESSOR: MCP PARTNERS THREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY**

SIGNATURE  By: Inland American (LIP) Member, L.L.C., a Delaware limited liability company, its sole member  By: Inland American (LIP) Sub, L.L.C., a Delaware limited liability company, its sole member  By: Inland American Real Estate Trust, Inc., a Maryland corporation, its sole member	NAME OF SIGNER  By:   Name: Carol M. Hoffmann Assistant Secretary  Its:
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IN PRESENCE OF  \_\_\_\_\_  
(Signature) (Address)

ADDRESS  
2901 Butterfield Rd., Oak Brook, IL 60523

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Jeanette L. Torres OFFICIAL TITLE OF SIGNER LEASE CONTRACTING OFFICER
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8. The date of this lease, April 19, 2011, is the date this contract was formed as a result of the Government's acceptance of the Lessor's final proposal revision dated February 14, 2011, submitted by the Lessor under Solicitation for Offers LIN18408. This lease reflects the terms and conditions of the accepted final proposal revision.

9. 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. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$177,830.86 toward the cost of the Tenant Improvements. The tenant build out cost of \$177,830.86 (based on \$43.31 per ANSI/SOMA Office Area square foot) is amortized for a period of one-hundred and twenty (120) months at an interest rate of 0%. Therefore, the amortized tenant build out costs are \$17,783.00 per annum or \$3.85 per rentable square foot.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using the negotiated amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term on which the Government is paying rent (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) increase the rent according to the negotiated amortization rate over the firm term of the lease. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

10. Fees applicable to Tenant Improvements shall not exceed:

- General Conditions six (6%) percent of total subcontractor's costs
- General Contractor six (6%) percent of total subcontractor's costs
- Architectural/Engineering \$1.15 per usable square foot
- Lessor Project Management fees will be two and a half (2.5%) percent of total subcontractors cost

11. For the purposes of computing Operating Cost escalation, in accordance with the SFO paragraph 4.3 of the SFO, the base cost of services is \$21,349.02 per annum (\$4.62/RSF) for 4,621 rentable square feet.

12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.00/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph 4.6 entitled *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 Monday through Friday, except Federal Holidays ("Normal Hours"). The rate for overtime usage is established as \$25.00/USF per hour for the entire building or any portion thereof. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours

14. In accordance with the SFO paragraph 4.1.C entitled *Common Area Factor*, the common area factor is established as 1.12543 (4,621 RSF/4,106 USF).

15. The cost of real estate taxes is \$9,288.21 per annum or \$2.01 per rentable square foot for 4,621 rentable square feet of office space. Tax adjustments shall be calculated in accordance with SFO Paragraph 4.2 *Tax Adjustment*.

16. The total net usable square foot area referred to in Paragraph 1 of this lease is subject to adjustment but may not exceed the maximum limitation, nor the minimum usable square foot requirement defined in the Solicitation for Offers. 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 \$26.46 per usable square foot per annum. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Should the leased space not offer the minimum usable square footage required, this lease may be declared null and void by the Government, with no further obligation on the part of either party.

Initials: Cmh & J.T.  
Lessor Gov't

17. Meridian Corporate Plaza Three, 501 Pennsylvania Parkway, Indianapolis, IN 46280-1380 is owned by MCP Partners Three, LLC, an Indiana Limited Liability Company.
18. The Lessor is a Limited Liability Corporation and a small business, not a woman-owned business or a veteran-owned business concern. The Tax Identification Number is [REDACTED]. Its DUNS number is 831-764-878.
19. All 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 the Government prior to the execution of this lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
20. The Lessor shall not construct, change, alter, remove or add to the leased premises without prior notification and approval from the General Services Administration (GSA). All questions pertaining to this lease should be referred to the Lease Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. 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. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of the lease or authorized in writing by the GSA Lease Contracting Officer

21. The Lease Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his official capacity only not as an individual.
22. In accordance with the SFO Paragraph 4.5, services, utilities, and maintenance shall be provided daily, extending 6:30 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.
23. In accordance with the SFO Paragraph 4.2.9, the Government's percentage of occupancy is 3.41558%.based upon occupancy of 4,621 rentable square feet in a building of 135,292 square feet.
24. The Lessor and Government Broker Representative have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial term of this lease. The total amount of the commission is [REDACTED]. 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 Commission less Commission Credit is [REDACTED] payable 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. The Lessor shall pay the Broker no additional commissions associated with this lease transaction.

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 will continue until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$9,057.16	\$4,971.43	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$9,057.16	\$4,971.43	[REDACTED]	\$0.00	[REDACTED]
Month 3-120	\$9,057.16	\$4,971.43	\$0.00	\$0.00	\$9,057.16

Initials: Cmb & J.T.  
Lessor Gov't

25. Any notices required or permitted under this Lease shall be delivered in person or by first class mail as follows:

**To Government:**  
U.S. General Services Administration  
Attn: Jeanette L. Torres  
Lease Contracting Officer  
230 S. Dearborn Street, Suite 3300  
Chicago, IL 60604

**To Lessor:**  
Inland American Office Management, LLC  
2901 Butterfield Road  
Oak Brook, IL 60523  
Attn: Tom Lithgow

With a copy to:  
The Inland Real Estate Group, Inc.  
2901 Butterfield Road  
Oak Brook, IL 60523  
Attn: General Counsel

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END OF DOCUMENT

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Initials: cmh & J.T.  
Lessor Gov't

The individuals listed below are endowed with the authority to execute contractual documents that are part of, or will become part of, lease LIN18408 between the General Services Administration and MCP Partners Three, LLC, an Indiana Limited Liability Company, C/O Inland American Office Management, LLC.

SPACE ABOVE IS FOR RECORDER'S USE ONLY

**INLAND AMERICAN REAL ESTATE TRUST, INC.**

**INCUMBENCY CERTIFICATE**

Brenda G. Gujral	President
Roberta S. Matlin	Vice President
Jack H. Potts	Vice President and Principal Accounting Officer
Lori J. Foust	Treasurer and Principal Financial Officer
Scott W. Wilton	Secretary
Marcia L. Grant	Assistant Secretary
Carol M. Hoffmann	Assistant Secretary
Mary J. Pechous	Assistant Secretary

The undersigned hereby certifies that the above described persons are the duly elected officers of Inland American Real Estate Trust, Inc., a Maryland corporation ("IARETI"), and any one of them acting alone has the authority to sign documents on behalf of IARETI.

Dated: MARCH 3, 2011

Inland American Real Estate Trust, Inc., a Maryland corporation

By:   
Scott W. Wilton  
Secretary

INITIALS: cmh & J.T.  
LESSOR GOVERNMENT