

US GOVERNMENT
LEASE FOR REAL PROPERTY

01N2073

Page 1 of 2

DATE OF LEASE

October 6, 2010

LEASE NO.

GS-05B-18650

THIS LEASE, made and entered into this date by and between LAZER REALTY GROUP, INC.

Whose address is:

4440 S. HIGH SCHOOL ROAD, SUITE F
INDIANAPOLIS, IN 43241-2158

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:

Suite A, containing of a total of 1380 rentable square feet (RSF) of office space and six (6) surface parking spaces, which yields 1,200 ANSI/BOMA Office Area square feet (USF) of space at Gabriel Industrial Park, 4440 S. High School Road, Suite A, Indianapolis, IN 43241-2158 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are six (6) reserved surface parking spaces for the exclusive use of Government owned vehicles. Usable space in excess of 1,200 ANSI/BOMA office area square feet is provided to the Government at no cost to the Government.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on October 15, 2010 and continuing through April 14, 2012, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor Annual Rent of \$34,971.62 at the rate of \$2,914.27 per month in arrears for months one (1) through twelve (12), subject to adjustment based on the actual approved cost of Tenant Improvements, and Annual Rent of \$19,860.00 at the rate of \$1,655.00 per month for months thirteen (13) through eighteen (18).

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

LAZER REALTY GROUP, INC.
4440 S. HIGH SCHOOL ROAD, SUITE F
INDIANAPOLIS, IN 43241-2158

4. The Government may terminate this lease in whole or in part at any time on or after October 14, 2011 by giving at least ninety (90) days' notice in writing 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. The 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/her official capacity only, and not as an individual.

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

LESSOR

LAZER REALTY GROUP, INC.

BY

Harry Burns
(Signature)

IN PRESENCE OF

Tom Gray
(Signature)

PRESIDENT
(Title)

[Redacted Address]
(Address)

UNITED STATES OF AMERICA

BY

William H. Thompson
(Signature)

Contracting Officer, US General Services Administration
(Official Title)

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

A. Those facilities, services, supplies, utilities, and maintenance in accordance with pages 1 and 2 of Form 3626 dated August 3, 2011.

B. Tenant Improvements as shown on Exhibit A attached hereto including at a minimum:

Design Intent Drawings will be supplied by GSA within Five (5) working days of the date of the Lease. Lessor to provide construction drawings for approval within Five (5) working days of the date Design Intent Drawings are provided to the Lessor. Within Five (5) working days of the Date of the date Construction Drawings are approved, Lessor shall provide a construction cost proposal at the lowest cost of bids by three general contractors, or alternately three bids by each subtrade. The Government shall issue a Notice to Proceed with Construction upon acceptance of the Construction Cost Estimate.

7. Shell improvements will include all HVAC, acoustical ceiling, prismatic lens electronic ballast fluorescent fixtures in the office area, finished restroom meeting ABAAS standards, and taped and sanded demising and exterior walls. Lessor has represented that the local code authority does not issue certificates of occupancy and that the space will be substantially complete and ready for occupancy within twenty (20) working days of the date the Government issues the Notice to Proceed with Construction.

8. Tenant Improvements will include complete interior partitions, doors and hardware as shown on the plan, floor finishes (carpet, or VCT where required), electrical, including a total of 14 duplex 110V outlets, 1 dedicated circuit, and 10 telephone/data drops, the cost of design intent drawings, construction drawings, and permitting. All mechanical, electrical and plumbing is to be functioning at the time of acceptance of space.

9. Upon substantial completion of the space, the Government shall prepare a supplemental lease agreement detailing the actual date of acceptance and occupancy by the Government and establishing the Annual Rent based on the usage of the Tenant Improvement Allowance. The Tenant Improvement Allowance shall not exceed \$14,400.00 and any amount less than \$14,400.00 shall be pro-rated as a monthly reduction in the over the first twelve (12) months of the Lease.

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

A. Pages 1 -3 of Form 3626 dated 8/3/2010.

B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

11. In accordance with Form 3626, the Operating Costs and Real Estate Taxes are wholly included in the Rent and there is no escalation or Rent due for those expenses throughout the term of the lease, other than the rent outlined in Section 3. above.

12. WAIVER OF RESTORATION (AUG 2008) The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.



Lessor



Government