

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

8/24/10

LEASE NO.

GS-05B-18144

THIS LEASE, made and entered into this date by and between CalEast Industrial Investors, LLC

Whose address is c/o LaSalle Investment Management
3344 Peachtree Road, NE, Suite 1200
Atlanta, GA 30326-4809

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 18,938 rentable square feet (RSF) of office and related space, which yields 18,938 ANSI/BOMA Office Area square feet (USF) of space at Corporate Center Lakeside Drive - 5957 Lakeside Boulevard, Indianapolis, Indiana to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government is a 600 SF cold storage facility and fifty-eight (58) onsite parking spaces six (6) of which are structured for the exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2010 and continuing for a term of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent at the following rate:

Term	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Amortized Building Specific Sec. Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
Months 1-6	\$12.00	\$4.44	\$0.00	\$0.00	\$16.44	\$311,340.72	\$25,945.06
Months 7-12	\$12.00	\$4.44	\$8.69	\$0.86	\$25.99	\$492,198.62	\$41,016.55
Months 13-24	\$12.75	\$4.44	\$8.69	\$0.86	\$26.74	\$506,402.12	\$42,200.18
Months 25-60	\$13.00	\$4.44	\$8.69	\$0.86	\$26.99	\$511,136.62	\$42,594.72
Months 61-120	\$16.29	\$4.44	\$0.00	\$0.00	\$20.73	\$392,584.74	\$32,715.40

Note: The rental for Months 1 through 6 (August 1st, 2010 through January 31st, 2011) reflects Shell and Operating costs only. Effective Month 7 (February 1st, 2011) the estimated date of completion and acceptance of the improvements through Month 60 (July 30th, 2015), the rental will include the amortization of the Tenant Improvement Allowance and the Amortization of Building Specific Security over the 54-month period.

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

CalEast Industrial Investors, LLC
c/o LaSalle Investment Management
3344 Peachtree Road, NE, Suite 1200
Atlanta, GA 30326-4809

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

LESSOR

CALEAST INDUSTRIAL INVESTORS, LLC by

BY

[Signature]
(Signature)

Senior Vice President
(Title)

IN PRESENCE OF

Paula Daley
(Signature)

3344 Peachtree Rd Ste 1200 Atlanta GA 30326
(Address)

UNITED STATES OF AMERICA

BY

[Signature]
(Signature)

Contracting Officer, General Services Administration
(Official Title)

4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) year by giving at least 60 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. This lease has no renewal options.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, maintenance, space improvements, parking and special requirements. This is a fully-serviced lease in accordance with SFO GS-05B-18144 dated August 31st, 2009.
- B. Build out in accordance with standards set forth in SFO GS-05B-18144 dated August 31st, 2009, subsequent Amendment 1 dated February 25th, 2010; Amendment 2 dated April 9th, 2010, and the Government's design intent drawings. Government space plans and schedule shall be developed subsequent to commencement of lease term. Lease term to be effective on August 1st, 2010. The Lessor hereby waives restoration.
- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers GS-05B-18144 dated August 31st, 2009 (48 pages)
- B. Amendment 1 dated February 25th, 2010 (1 page)
- C. Amendment 2 dated April 9th, 2010 (5 pages)
- D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
- E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- F. Exhibit A – Base Plan (1 page)
- G. Exhibit B – Legal Description (1 page)
8. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$607,152.28 (\$32.06 x 18,938 USF) shall be amortized through the rent for fifty four (54) months at the rate of 9%. The total annual cost of Tenant Improvements for the amortization period shall be \$740,570.48.
9. In accordance with the SFO paragraph 4.2 B.9. entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 21.55%. This Percentage of Occupancy does not include the 600 SF cold storage facility.
10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$4.44/RSF (\$84,174.41/annum). There will be no escalation cost for the 600 SF cold storage facility.
11. In accordance with the SFO paragraph 4.1 C. entitled *Common Area Factor*, the common area factor is established as 1.00 (18,938 RSF/18,938 USF).
12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.67/USF for vacant space (rental reduction).
13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour for the entire building or any portion thereof. Overtime shall not be charged during normal building hours of operation or during the hours of operation set forth in the SFO paragraph 4.5 entitled "Normal Hours".
14. Security costs in the total amount of \$60,235.00 shall be amortized through the rent for 54 months at the rate of 9%.
15. In accordance with the SFO paragraph 4.2 entitled "Tax Adjustment," this lease is subject to real estate tax adjustment. The base amount is established as \$28,304.58; which is based on 21.55% occupancy.

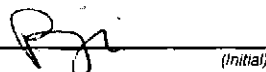
LESSOR

BY


(Initial)

UNITED STATES OF AMERICA

BY


(Initial)

16. Fees applicable to Tenant Improvements shall not exceed:
- General Conditions - 4%
 - General Contractor - 7.5%
 - Architectural/Engineering - \$2.00 per usable square foot
 - Lessor Project Management Fee - 5%

17. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] for the initial firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$227,256 / 12 months = \$18,938.00 per month) due and owing 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3:	\$25,945.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

18. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

19. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) 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.

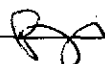
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