

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

3/3/2010

LEASE NO. LOH18390

BLDG NO. OH2436

THIS LEASE, made and entered into this date by and between

whose address is

Duke Realty Ohio
4555 LAKE FOREST DRIVE SUITE 400
Cincinnati, OH 45242-3732

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:

25,000 net useable square feet, also called ANSI/BOMA office area square feet (28,290 rentable square feet) of office space located on the fifth (5th) floor, located at Park Center Plaza I, 6100 Oak Tree Boulevard, Independence, OH 44131-6954 to be used for such purposes as determined by the General Services Administration. Also included in this lease are one hundred and fifty (150) surface parking spaces, per the requirements of SFO No. LOH18390.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date which is not later than thirty (30) days after issuance of the Notice to Proceed by the Contracting Officer, for a period of ten (10) years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The estimated date of occupancy is August 06, 2010. The actual date of occupancy and term will be established by Supplemental Lease Agreement at the time the Government accepts the space.

3. The Government shall pay the Lessor annual rent according to the following schedule:

Year 1

\$708,733.16 annual rent / \$59,061.10 per month in arrears / \$25.05 per rentable square foot
(rate is reflective of rent concessions provided by the Lessor)

Years 2 through 5

\$809,659.80 annual rent / \$67,471.65 per month in arrears / \$28.62 per rentable square foot

Year 6

\$551,661.40 annual rent / \$45,971.78 per month in arrears / \$19.50 per rentable square foot
(rate is reflective of rent concessions provided by the Lessor)

Years 7 through 10

\$661,993.73 annual rent / \$55,166.14 per month in arrears / \$23.40 per rentable square foot

Operating Expenses after Year One are subject to CPI escalations and Real Estate Taxes are subject to adjustments. Rent for a lessor period shall be prorated.

In Section 3.2 of SFO No. LOH18390; TENANT IMPROVEMENTS INCLUDED IN OFFER; the Lessor agrees to provide up to \$40.82 per ANSI/BOMA Office Area square foot toward the cost of the tenant improvements. In the event the tenant improvement cost is less than that amount, Lessor agrees as outlined in Section 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using an 0.00% amortization rate over 60 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to:

Duke Realty Ohio
4555 LAKE FOREST DRIVE SUITE 400
Cincinnati, OH 45242-3732

INITIALS:

LESSOR

&

GOVERNMENT

4. The Government may terminate this lease at any time after five (5) years, by giving 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. ~~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, all responsibilities and obligations as defined in this lease which includes the attachments specified in Paragraph 7 below including the following: All services, utilities and maintenance of the building and grounds. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation of Offers No. LOH18390 and other attachments to the Lease, including but not limited to meeting all handicapped Accessibility and Fire/Life Safety Requirements.
7. The following are attached and made a part hereof:

(A) Paragraphs 12 through 34 of this lease on pages 3 thru 6; (B) Solicitation of Offers No. LOH18390 dated July 02, 2009, pages 1 through 55; (C) Amendment No. 1 to SFO No. LOH18390 dated August 07, 2009, consisting of one (1) page; (D) Amendment No. 2 to SFO No. LOH18390 dated February 23, 2010, consisting of two (2) pages; (E) GSA Form 3517B General Clauses (REV. 06/08) consisting of 33 pages; (F) GSA Form 3518 Representations and Certifications (REV. 6/07) consisting of 8 pages; (G) 5th Floor Plan, including the leased space and required Fire and Life Safety corridor dated November 04, 2009, consisting of one (1) page; (H) Lessor's Small Business Subcontracting Plan, consisting of seven (7) pages; (I) Form B Document Security, consisting of two (2) pages.
8. The following changes were made in this lease prior to its execution:
PARAGRAPH 5 ABOVE WAS DELETED.
9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated October 13, 2009, submitted by the Lessor under SFO No. LOH18390. This lease reflects the terms and conditions of the accepted Best and Final Offer.
10. Cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date. The actual commencement date will be established by Supplemental Lease Agreement to the lease. The lease will then be in effect for ten (10) years, subject to termination rights as specified in the lease. The anniversary date for annual escalations, operating cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date.
11. The Lessor will complete the tenant improvements in the space making it ready for occupancy no later than thirty (30) working days after the issuance of the Notice to Proceed. Should the Lessor complete the tenant improvements earlier than this date, the Lease shall commence at that time, subject to Supplemental Lease Agreement.

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

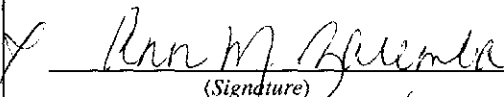
LESSOR Duke Realty Ohio

BY


(Signature)

(Signature)

IN PRESENCE OF:


(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY


(Signature)

Contracting Officer
(Official title)