

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

1-11-11

LEASE NO
GS-05B-18397

THIS LEASE, made and entered into this date by and between Ambrose Property Group, LLC

whose address is 450 E 96th ST STE 175
Indianapolis, Indiana 46240-5703

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 approximately 12,299 rentable square feet (RSF) consisting of 11,547 ANSI/BOMA Office Area square feet (USF) of space to be built at Network Way & Network Place, Indianapolis, Indiana 46278-1929 as indicated on the attached Site Plan and Floor Plan, to be used for such purposes as determined by the General Services Administration.

B. Seventy (70) surface parking spaces, located on-site, are included in the rent.

C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.0651251.

D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 100%.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, ten (10) 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. The estimated completion date is 12/15/2011.
3. The Government shall pay the Lessor annual rent of \$381,269.00 at the rate of \$31,772.42 per month in arrears for Years 1-10.

Lease Years 1-10	RSF	USF
Warm Lit Shell	\$ 20.36	\$ 21.68
Real Estate Taxes	\$ 2.00	\$ 2.13
Security Costs	\$ 0.14	\$ 0.15
Operating Expenses	\$ 3.72	\$ 3.97
Tenant Improvements	\$ 4.78	\$5.09
Total	\$31.00	\$33.02

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:

Ambrose Property Group, LLC
450 E 96th ST #175
Indianapolis, Indiana 46240-5703

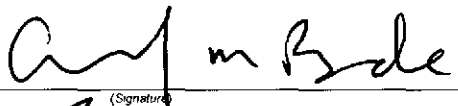
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4. The Government may not terminate this lease at any time during the firm term except for a case of a default by the Lessor.
5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided 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, maintenance and other operations as set forth elsewhere in this lease.
 - B. All responsibilities and obligations as defined in the Solicitation for Offers Number 9IN2090 later renamed to GS-05B-18397 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
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 – 28) – 3 Pages
 - Solicitation for Offers (SFO No. 9IN2090 dated December 11, 2009 later renamed to GS-05B-18397) - 52 Pages
 - SFO Amendment No. 1 – 2 Pages
 - SFO Amendment No. 2 – 1 page
 - SFO Amendment No. 3 – 2 pages
 - Form 3517B, General Clauses (Rev 11/05) — 33 Pages
 - Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages
 - Exhibit A, Floor Plan & Site Plan — 2 Pages
 - Attachment #1 – Lease Cost Breakdown Summary – 2 pages
 - Attachment #2 – Definition of Shell of Shell and tenant Improvements – 4 pages
 - Attachment #3 - General Requirements Of Social Security Administration Shell Space – 11 pages
 - Document Security Form – 2 pages
 - Form 3516A Solicitation Provisions – 6 pages
8. The following changes were made in this lease prior to execution:
- Paragraph 5 was deleted in its entirety without substitution.

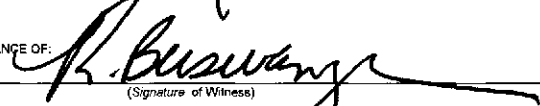
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

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LESSOR AMBROSE PROPERTY GROUP, LLC

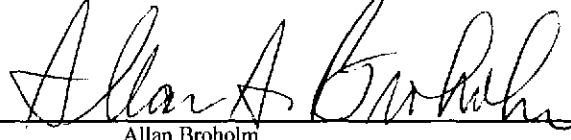
BY 
(Signature)

Aasif M. Bude, President
(Signature)

IN PRESENCE OF: 
(Signature of Witness)

450 E. 96th St #175, Indianapolis, IN 46240
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY 
Allan Broholm

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 November 3, 2010, submitted by the Lessor under SFO No. 9IN2090, as amended, 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 11,584 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.

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 \$33.02 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 \$45,753.00 per annum for 12,299 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 100%. The Property Tax Identification Number is [REDACTED].
13. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$3.00 per usable square foot per annum for operating expenses.
14. Lessor shall provide janitorial service within Tenant's space after Tenant's normal office hours, 7:00 a.m. to 6:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
15. 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 \$461,533.59 toward the cost of the Tenant Improvements. The tenant build out cost of \$461,533.59 (based on \$39.97 per ANSI/BOMA Office Area square foot) is amortized for a period of one hundred twenty (120) months at five percent (5%). Therefore, the amortized tenant build out costs are \$58,789.22 per annum or \$4.78 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 a five (5%) 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 (120 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) have the Lessor amortize the additional cost at 5% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

16. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
17. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 00-706-5855. The signatory authority for Lessor is Aasif M. Bade, President, Ambrose Property Group, LLC.
18. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.

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19. 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.
20. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease.
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. 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] (\$31.00/RSF x 12,299 RSF x 10 YRS x [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 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 \$31,772.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$31,772.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$31,772.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$31,772.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.

25. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed 7% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 3% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed \$1.75 per useable square foot.
 - D. Lessor's Project Management fees will not exceed 0% of the total subcontractor's costs.

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26. Lessor will ensure that all restrooms in the Building meet current Architectural Barriers Act Accessibility Standards ("ABAAS").
27. Lessor will ensure that all restrooms in the Building are compliant with SFO Section 8.7 Toilet Rooms: Fixture Schedule.
28. Lessor will ensure that a certified engineer will evaluate [REDACTED] and [REDACTED] and will complete the Pre-Lease Building Security Plan with signature and stamp, once the building is substantially completed and ready for owner occupancy.

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