

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

2-16-2010

GS-05B-18117

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

whose address is

LIBERTY PROPERTY LIMITED PARTNERSHIP
10400 Viking Drive; Suite 130
Eden Prairie, MN. 55344-7232

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:

17,270 rentable square feet (RSF) yielding 15,870 ANSI/BOMA Office Area usable square feet (USF) of ground floor office space, in an existing single story, multi tenant, building, along with eighty (80) on-site surface parking spaces, located at Normandale Ponds, 6161 American Boulevard, Bloomington, MN. 55438-1220 as indicated on the attached Site Plan exhibit to the lease, to be used for such purposes as determined by the General Services Administration, and as modified by the SFO Amendment 1, Paragraph 5 referring to security standards.

This is a fully serviced lease, which includes tenant improvements, tenant electric, tenant utilities, real estate taxes, operating costs and parking, as specified in SFO GS-05B-18117, which is attached to and made a part of this lease.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years, ten (10) years firm, beginning upon the on the commencement date determined in accordance with Section 5.12 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS of the SFO and as amended by SFO Amendment 1. The actual commencement date of this lease, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent of \$531,168.90, \$33.47/usf at the rate of \$44,264.07 per month in arrears for years 1-10. Rent consists of \$35,042.31 per month for shell/base rent, operating expenses, real estate taxes and parking, and \$9,221.76 per month for Tenant Improvements, which are amortized over 120 months at an annual interest rate of 9.0%. Rent for a lesser period shall be prorated.

In Section 3.3, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$45,871.56 per BOMA usable square foot toward the cost of the tenant improvements. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 3.2, TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 9.0% amortization annual interest rate over 120 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:


LIBERTY PROPERTY LIMITED PARTNERSHIP
Po Box 828438
Philadelphia, PA. 19182-8438

Electronic payment through ACH will be determined on the final ACH Form at Lease commencement.

4. There are no termination rights in this Lease.
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, utilities and maintenance (including janitorial during business hours) of the building and grounds as provided in the Solicitation of Offers GS-05B-18117 and attachments hereto.
 - (B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18117 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to, providing 80 on-site parking spaces as well as meeting all Handicap Accessibility and Fire/Life Safety Requirements.
7. The following are attached and made a part hereof:
- (A) Solicitation for Offers (SFO) No. GS-05B-18117 dated 09/02/09, pages 1 through 49;
 - (B) Amendment 1 of the Solicitation for Offers (SFO) No. GS-05B-18117 dated 01/14/2010, pages 1 through 2;
 - (C) SFO Attachment No. 1: General Requirements consisting of 11 pages;
 - (D) SFO Attachment No. 2: Lease Costs Breakdown Summary consisting of 1 page;
 - (E) SFO Attachment No. 3: Definition examples of Shell and Tenant Improvement consisting of 4 pages;
 - (F) SFO Attachment No. 4: Document Security Form consisting of 2 pages;
 - (G) Exhibit A Site Plan
 - (H) Exhibit B Block Plan
 - (I) GSA Form 3517B (REV. 11/05) consisting of 33 pages;
 - (J) GSA Form 3518 (REV. 1/07) consisting of 7 pages.
 - (K) GSA Form 3516A (REV. 12/03) consisting of 6 pages.

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

LESSOR: LIBERTY PROPERTY LIMITED PARTNERSHIP
By: Liberty Property Trust, its General Partner

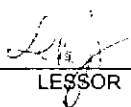

BY  _____
(Signature) (Address)

IN F _____
(Signature)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY  _____
Gerald R. Roshman (Signature) Contracting Officer
(Official title)

8. The following changes were made in this lease prior to its execution:
Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety.
9. The date of this lease will be the date this contract is fully executed representing the Government's acceptance of the Lessor's Best and Final Offer dated January 14, 2010, submitted by the Lessor under SFO GS-05B-18117.
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 years (10) / ten (10) years firm. 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 Government shall deliver Design Intent drawings and necessary finish selections to the Lessor within 80 working days after award. Lessor will construct and build out the space per the requirements in the SFO GS-05B-18117 and its attachments, so as to be ready for occupancy no later than 120 working days after receiving the Government's Notice to Proceed.
12. The total ANSI/BOMA usable square foot area referred to in Paragraph 1 is subject to adjustment but may not exceed the maximum limitation nor the minimum usable requirement defined in the Solicitation for Offers. Should there be any adjustments in the square footage delivered that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$33.47 per usable square foot. If necessary, the lease shall be amended by Supplemental Lease Agreement after actual field measurement is performed in order to establish the square footage and annual rental in compliance with the terms of the lease. Should the leased space be than the maximum usable square footage required under SFO GS-05B-17933, the Government will not adjust the annual rental for any usable square footage above the maximum usable square footage, unless it is authorized by Supplemental Lease Amendment by the Contracting Officer. Should the leased space not offer the minimum usable square footage required in SFO GS-05B-18117, this lease may be declared null and void by the Government, with no further obligation on the part of either party.
13. The rent is subject to annual operating cost adjustments in accordance with Section 4, Paragraph 4.3 OPERATING COSTS (AUG 2008) (A, 1-4) of Solicitation for Offers No. GS-05B-18117 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$113,291.20, which is approximately \$7.1387 per usable square foot (\$6.56 per rentable square foot). Operating costs are subject to CPI increases as per the SFO.
14. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3.5 (A through G) of Solicitation for Offers No. GS-05B-18117 within this lease, The Government will occupy 46.89% of the net rentable square foot area of the building. The identification real estate tax numbers for the property are to be determined and will be submitted by Lessor when known. The real estate tax portion of the original shell rent will not be used as the actual tax used for future adjustments, but will be determined by the stabilized building tax assessment as specified in the SFO.
15. Pursuant to Section 3, Paragraph 3.13 of SFO GS-05B-18117, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.07 per usable square foot per annum for operating expenses.

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16. If heating or cooling is required by the Government on an overtime basis (outside Tenants working hours 7:00 a.m. - 5:30 p.m. except Saturday, Sunday and Federal Holidays), it shall be provided at an additional cost to the Government of \$60.00 per hour. Janitorial service pursuant to SFO GS-05B-18117 shall be provided during Tenant's normal working hours.
17. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the Contracting Officer of the General Services Administration or his/her designee.
18. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer the lease. The Government assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.
19. The Government shall have total flexibility in the layout of the interior office space within the demised premises. The Lessor acknowledges that the Government will supply the Lessor with approved interior space plans pursuant to GS-05B-18117, and as stated in SFO Amendment 1, for the Lessor to use to develop his construction plans.
20. 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 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.
21. 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 or her Official capacity only, and not as an individual.
22. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
 - (I) Evidence of the transfer of title.
 - (II) A letter from successor Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from prior Lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.

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- (IV) The IRS tax identification number of the new owner, and registration and approval within the CCR system.

Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

- (V) Other documents as specified by the U.S. Government, as may be necessary to evaluate the new owner, in form and substance acceptable to the United States Government.

23. The Lessor's DUNS Number is 145692666. The Lessor's Federal Tax ID number is [REDACTED]
24. The Lease Common Area Factor is 1.088217.
25. The Government will not erect a fence surrounding the parking lot without the consent of Lessor.
26. Tenants of the Building, and visitors, along with the general public, will not be required to wear ID Badges unless during times of National Emergency.

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