

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

November 8, 2011

LEASE NO.

GS-055-18585

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

Duke Realty Ohio

whose address is

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:
3,937 rentable square feet, yielding 3,403 ANSI/BOMA Office Area ("ABOA") square feet of office and related space, located on the third floor of the Easton One Way, 4449 Easton Way, Columbus, OH 43219-6093. See attached floor plan. Six (6) parking spaces will be included in the rental consideration.

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 17, 2011 through September 16, 2021, subject to termination and renewal rights as may be hereinafter set forth.
3. Only shall rent, real estate taxes and operating expenses will be paid for the first four (4) months of Year 1 or until such time that the tenant improvements are completed. Tenant Improvements will be amortized over the remaining firm term of the lease. The payment of the amortized Tenant Improvements will commence upon completion and acceptance of the improvements which will be established by a separate Supplemental Lease Agreement. The Government shall pay the Lessor rent as follows:

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF
Year 1 (months 1-4)	\$82,755.72	\$6,896.31	\$21.02
Year 1 (months 5-12)	\$92,991.96	\$7,749.33	\$23.62
Year 2-5	\$92,991.96	\$7,749.33	\$23.62
Year 6	\$83,741.79	\$6,978.48	\$21.27
Year 7	\$84,776.17	\$7,064.68	\$21.53
Year 8	\$85,831.23	\$7,152.60	\$21.80
Year 9	\$86,907.40	\$7,242.28	\$22.07
Year 10	\$88,005.09	\$7,333.76	\$22.35

Rent checks shall be made payable to:

Dukes Realty Ltd Partnership

PBEAS004

75 Remittance Drive Suite 3205
Chicago, IL 60675-3205

4. The Government may terminate this lease at any time on or after September 16, 2016 by giving at least 120 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, the following:

All services, utilities and maintenance of the building and parking lot. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18585 and the other attachments to this lease referenced in Paragraph 7.

All restrooms, utilities and janitorial areas will be supplied by the lessor at no additional cost to the Government.

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

Attachment A to Standard Form 2, paragraphs 9 - 21, Solicitation for Offers No. GS-05B-18585 consisting of 52 pages, "General Clauses" GSA Form 3517B (REV 11/05), consisting of 33 pages, "Representations and Certifications" GSA Form 3518A (REV 1/07), consisting of 4 pages, Small Business Subcontracting Plan, consisting of 6 pages and Floor Plans being leased consisting of 2 pages.

8. The following changes were made in this lease prior to its execution:

Paragraph 5 of the Standard Form 2 is hereby deleted in its entirety.

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

LESSOR : D

BY

IN PRESENCE

UNITED STATES

BY

James T. Clark



(Name of Notary)

MELISSA A. BARTON
Notary Public, State of Ohio
My Commission Expires 08-27-2012

(Address)

51000 Blazer Parkway, #100
Dublin OH 43017

SERVICES ADMINISTRATION

Contracting Officer
(Official title)

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 Final Proposal Revision dated August 22, 2011, submitted by the Lessor under SFO GS-05B-18585. This lease reflects the terms and conditions of the accepted Request for Final Proposal Revision Offer.

10. In accordance with Paragraph 4.1 Measurement of Space of SFO GS-05B-18585, the common area factor is established as 1.1569.

11. The Lessor will complete the alterations, consisting of new paint and carpet, to the leased premises in accordance to the lease contract no later than 90 days after the award of the lease contract.

12. Should the agency require use of the premises in excess of those hours specified in Section 4.5, Normal Hours of the Solicitation for Offers, 6:00am to 6:00pm, the Lessor will provide HVAC services and utilities with no additional charge to the Government set forth in Section 4.6, Overtime Usage.

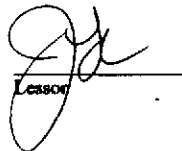
13. In accordance with Paragraph 4.4 of the Solicitation for Offers GS-05B-18585, the Adjustment for Vacant Premises is \$1.50 per ABOA (usable) square feet.

14. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of Solicitation for Offers GS-05B-18585, this lease has a cost of services base of **\$19,188.00 based on 3,937 rentable square feet per annum.**

15. For the purpose of computing Real Estate Tax adjustments in accordance with Paragraph 4.2 of Solicitation for Offers GS-05B-18585, it is agreed that the Building in which GSA leases space is one of three buildings included within Tax Parcel 010-241752 and that the coverage ratio of the Building within the parcel is 37%. The Government occupies 3.68% of the Building (107,083 RSF) and the Government shall pay increases in taxes when they exceed the base year of \$12,835.00 budgeted for taxes per GSA Form 1217 signed August 22, 2011.

16. Lessor agrees to provide \$10.00 per rentable square foot for 3,937 RSF of Tenant Improvement Allowance ($\$10.00 \times 3,937 = \$39,370$ at 8.50% interest over fifty six months ($\$6$) = \$10,249.44 annually or \$2.60 per rentable square feet). The Tenant Improvement Allowance is intended to cover new carpet and paint in the Leased Premises. Amortization period may change depending on the date of the completion of improvements. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 8.50%. The refund shall be a credit to base rent equally amortized for Years 1 through 5 of the term.

INITIALS:


Lessor


Date


Government


Date

17. Fees applicable to tenant improvements shall not exceed:

- General Condition - 0%
- General Contractor - 7.00% of the subcontract amount
- Architectural/Engineering - 0%
- Lessor Project Management Fund - 0%

18. 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 the Government prior to execution of this lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

19. 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 her official capacity only and not as an individual.

20. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease and General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of the lease or authorized in writing by the 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, rent will not be paid for occupancy in whole or in part except for the term specified herein.

21. The Lessor is not a small business, not a woman-owned business or a veteran-owned small business concern. The Tax Identification Number is [REDACTED]. Its DUNS number is 787984215.

INITIALS: Jhe
Lessor

11/1/2011
Date

CB
Government

11/8/2011
Date