

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

June 30, 2010

LEASE NO.

LMN18406

THIS LEASE, made and entered into this date by and between Duke Realty Limited Partnership, an Indiana limited partnership,

whose address is

600 East 96th Street
Suite 100
Indianapolis, IN 46240-3786

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:

224,488 BOMA usable square feet (244,561 rentable) of office and related space, in the building located at 5600 West American Boulevard, Bloomington, MN 55437-1173 as described in Exhibit A attached hereto and incorporated herein in paragraph 7 of this Lease, to be used for such purposes as determined by the General Services Administration. The lease space shall be located on a portion of the 1st floor, portion of the 2nd floor and all of floors 5, 6, 7, 8, 9 and 10 as shown on Exhibit B attached hereto and incorporated herein in paragraph 7 of this Lease. Included in the rent at no additional cost to the Government are 136 on-site structured parking spaces of which 60 parking spaces are reserved for the exclusive use of the Government as shown on Exhibit C attached hereto and incorporated herein in paragraph 7 of this Lease. Additional employee and visitor parking shall be located in the building's attached parking garage per local code and shall be available on a first-come first served basis.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of five years, three firm, beginning on the date of Substantial Completion of the Premises, as defined in the GSA Form 3517B attached hereto. Notwithstanding any provision to the contrary in the Solicitation For Offers attached to the lease, the Lessor shall substantially complete the Premises not later than June 1, 2011. Time is of the essence. Upon acceptance of the Premises by the Government, the Lessor and the Government shall enter into a Supplemental Lease Agreement setting forth the actual lease commencement date. The term of this lease is subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$4,891,220.00 at the rate of \$407,601.67 per month in arrears. Annual rent consists of \$3,343,148.87 per year for shell/base rent, real estate taxes and parking, and \$1,548,071.13 per year for operating expenses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Duke Realty Limited Partnership
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4. The Government may terminate this lease at any time on or after the 3rd year by giving at least 30 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. Partial floor terminations shall be in contiguous and marketable blocks of space.

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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. This is a fully serviced lease, which includes shell/base rent, real estate taxes, operating expenses and parking. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- (A) All service, utilities and maintenance (including janitorial) of the building and grounds as provided in the lease and attachments hereto.
 - (B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18406 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to meeting all Handicap Accessibility and Fire/Life Safety Requirements.
7. The following are attached and made a part hereof:
- (A) Paragraphs 9 through 29 of this lease on pages 3 through 6 of this SF-2;
 - (B) Exhibit A Legal Description (1 page);
 - (C) Exhibit B Floor Plans (8 pages);
 - (D) Exhibit C Designation of Reserved Parking Area (1 page);
 - (E) Solicitation for Offers (SFO) No. GS-05B-18406 dated January 22, 2010, pages 1 through 58;
 - (F) SFO Amendment No 1. dated May 20, 2010 (2 pages);
 - (G) GSA Form 3517B (REV. 11/05) (33 pages);
 - (H) Modifications to GSA Form 3517B (2 pages);
 - (I) GSA Form 3518 (REV. 1/07) (7 pages);
 - (J) Program of Requirements developed by HGA Architects and Engineers dated October 15, 2009 and revised March 29, 2010 (27 pdf files on the enclosed disk). *(Due to the length of this document, it has not been physically attached to this Lease.)*
 - (K) Blocking Plans (8 pages) developed by HGA Architects and Engineers, dated March 4, 2010 and revised June 17, 2010.
8. The following changes were made in this lease prior to its execution:
- Paragraph 5 of Standard Form 2 has been deleted in its entirety.

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

LESSOR: **Duke Realty Limited Partnership**
BY: Duke Realty Corporation, its General Partner

BY _____
(Signature)

IN PRESENCE OF:

Julie S. Higbee
(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Brian Krasowski
(Signature)

Contracting Officer
(Official title)