

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

March 18, 2009

LEASE NO. GS-04B-59089

THIS LEASE, made and entered into this date by and between **Duke Realty Limited Partnership**

Whose address is 3950 Shackleford Road, Suite 300
Duluth, GA 30096

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 34,146 rentable square feet (RSF) of office and related space, consisting of 30,722 ANSI BOMA Office Area Square Feet (ABOASF) in a building commonly known as Building 2000 located at 3800 Camp Creek Parkway, Fulton County, Atlanta, GA 30331.

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 July 1, 2009 through June 30, 2019 subject to termination

and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
7/1/2009 – 6/30/2019	\$711,944.10	\$20.85	\$23.17	\$59,328.68

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. No termination option.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
N/A	N/A	N/A	N/A	N/A

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. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per ABOASF as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum usable square footage requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Duke Realty Limited Partnership
75 Remittance Drive
Suite 3205
Chicago, IL 60675-3205

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 7GA2198.
- B. Buildout in accordance with Solicitation for Offers 7GA2198. Government design intents drawings will be furnished within 60 working days following Lessor's receipt of Government's complete program of requirements. All tenant alterations to be completed within 90 working days from issuance of a permit to begin construction of the tenant alterations subject to force majeure events and any act or omission by the Government, or the lease effective date identified under Paragraph 2, or a written notice to proceed for tenant improvements, whichever is later. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2. All improvements to the premises, with the exception of the window glazing and any improvements necessary under Paragraphs 16, 17, 18, and 19 below, shall be included under the Tenant Improvement Allowance.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Lessor shall provide 119 on-site parking spaces at no additional cost to the Government as stated in the SFO.

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

- A. Solicitation for Offers 7GA2198 dated 6/30/08
- B. Amendment 1 to SFO dated 7/11/08.
- C. GSA Form 3517 entitled General Clauses (Rev. 07/05).
- D. GSA Form 3518 entitled Representations and Certifications (Rev. 07/04).

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 J. Christopher Brown
J. Christopher Brown, Authorized Official

(Signature)

IN THE PRESENCE OF: J. Christopher Brown
(Signature)

3950 SW 11th Street, Suite 300, Doral, FL 33006
(Address)

UNITED STATES OF AMERICA

BY Audrey Ikner
(Signature)

AUDREY IKNER, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 30,722 ABOASF of office and related space, as identified in SFO 7GA2198.
10. The rent rate in paragraph 3 above for the period 07/01/2009 through 06/30/19 includes all Tenant Improvements. In accordance with Paragraphs 1.8 (E)(1)(d) of SFO 7GA2198, the Tenant Improvement Allowance (T/I) provided in the lease is \$38.30 per ABOASF (\$34.43 per RSF), or \$1,176,652.60 amortized at an interest rate of 2.40% over 10 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the tenant improvement cost exceeds \$38.30 per ABOASF, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$38.30 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit 3 bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell buildout.
11. In accordance with Paragraph 3.14 (Adjustment for Vacant Premises), the adjustment is established as \$0.75 per ABOASF (rental reduction), or \$0.67 per RSF.
12. In accordance with Paragraph 3.4 (Percentage of Occupancy), the percentage of Government occupancy is established as 100% (based on a 34,146 RSF building and the Government's occupancy of 34,146 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum usable square footage stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.
13. In accordance with Paragraph 3.7 (Operating Costs), the escalation base is established as \$6.10 per ABOASF, or \$5.49 per RSF.
14. In accordance with Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 11.15% based on 34,146 RSF and 30,722 ABOASF.
15. In accordance with Paragraph 7.3, (Overtime Usage), the hourly rate for overtime usage is established as \$58.50 per hour for the entire space, or \$4.50 per hour for each zone.
16. In accordance with Paragraph 8.8 (Radon in Air) and Paragraph 8.9 (Radon in Water), a Radon Certification must be furnished within 30 days after award. Any corrective action must be completed within 30 days after tests are completed at no additional cost to the Government. Re-testing is required and results forwarded to the Contracting Officer.
17. All fire and life safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government.
18. All HVAC related deficiencies must be corrected prior to occupancy and at no additional cost to the Government.
19. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government.
20. The amount of [REDACTED] for the broker's fee is established. The amount of [REDACTED] is equal to [REDACTED] of the [REDACTED] broker's fee and will be used to offset the shell rental expense for the first 6 months of the lease term (in equal monthly installments of [REDACTED] exclusive of the operating costs of \$6.10 PABOASF and \$4.31 PABOASF for amortized Tenant Improvements. The broker's fee will remain constant despite any re-measurement

INITIALS:


LESSOR
GOVT

of the Premises and/or change orders. The balance of the [redacted] equal to [redacted] (or [redacted]) of the first 10 years rent shall be paid to the broker as follows: one hundred percent (100%) is due and payable within 30 days of lease award to: Studley, Inc., 3414 Peachtree Rd., Suite 1000, Atlanta, GA, 30326.

The shell rental portion of the annual rental payments (\$392,012.72 / 12 months = \$32,667.73 per month) due and owing shall be reduced in equal monthly amounts until the value of the Commission Credit is fully recaptured. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1: \$59,328.39 minus prorated Commission Credit of Rent	[redacted]	equals	[redacted]	adjusted First Month's
Month 2: \$59,328.39 minus prorated Commission Credit of Month's Rent	[redacted]	equals	[redacted]	adjusted Second
Month 3: \$59,328.39 minus prorated Commission Credit of Rent	[redacted]	equals	[redacted]	adjusted Third Month's
Month 4: \$59,328.39 minus prorated Commission Credit of Month's Rent	[redacted]	equals	[redacted]	adjusted Fourth
Month 5: \$59,328.39 minus prorated Commission Credit of Rent	[redacted]	equals	[redacted]	adjusted Fifth Month's
Month 6: \$59,328.39 minus prorated Commission Credit of Rent	[redacted]	equals	[redacted]	adjusted Sixth Month's

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