

ORIGINAL

09/12/02

THIS INSTRUMENT PREPARED BY:
METROPOLITAN GOVERNMENT
DEPARTMENT OF LAW
222 Third Avenue North, Suite 601
Nashville, Tennessee 37201

**LEASE AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
DUKE REALTY LIMITED PARTNERSHIP**

THIS LEASE AGREEMENT ("hereinafter Lease"), made and entered into this 19th day of November, 2002, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (hereinafter "Lessee"), and **DUKE REALTY LIMITED PARTNERSHIP** (hereinafter "Lessor").

WITNESSETH:

WHEREAS, Lessee is a public corporation created pursuant to T.C.A. §§ 7-1-101 et seq. and vested with the authority to lease real property pursuant to Article 1, § 1.01 of the Metropolitan Charter; and

WHEREAS, Lessor is vested with the authority to enter into lease agreements for real property; and

WHEREAS, Lessee desires to lease approximately 47,246 square feet of space as shown on Exhibit A (the "Premises") within the building (the "Building") commonly known as Riverview Business Center II, 523 Mainstream Drive, Nashville, Tennessee 37228 from Lessor, to use as office and courtroom space for court functions (hereinafter "Permitted Use"); and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged and for the mutual promises hereinafter set out, and subject to the conditions, limitations and for the rent or other consideration hereinafter established, Lessor lets and leases unto Lessee all parts and portions of certain real property, with the exceptions stated herein, for the purpose of the Permitted Use.

SECTION 1. LEASE DOCUMENTS.

This Lease is comprised of the following documents:

- (a) This Lease, including appendixes hereto, one original of which shall be filed with the Metropolitan Clerk; and
- (b) Any duly authorized amendment signed by the parties hereto, one original of which is filed with the Metropolitan Clerk.

SECTION 2. CONFLICT OF DOCUMENTS

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- (a) any properly executed amendment to this lease (most recent with first priority)
- (b) this lease.

SECTION 3. TERM AND EXTENSION

(a) The term of this lease shall be thirty-six (36) months beginning on April 1, 2003 ("Commencement Date") and ending on March 31, 2006 ("Ending Date"). This lease shall not be deemed effective until approved by the Council of the Metropolitan Government which shall be no later than January 1, 2003.

(b) Provided that (i) Tenant has not been in Default hereunder at any time during the original Lease Term (the "Original Term"), (ii) the creditworthiness of Tenant is then acceptable to Landlord, (iii) Tenant originally named herein remains in possession of and has been continuously operating in the entire Leased Premises throughout the Original Term and (iv) the current use of the Leased Premises is consistent with the Permitted Use hereunder, Tenant shall have one (1) option to extend the Original Term for one (1) additional period of two (2) years (the "Extension Term"). The Extension Term shall be upon the same terms and conditions contained in the Lease for the Original Term except (i) Tenant shall not have any further option to extend and (ii) the Base Rent for the first twelve (12) months of the Extended Term shall be increased to 103% of the rate for the immediately preceding twelve (12) months of the Lease Term and thereafter on each anniversary of the commencement of the Extension Term the Base Rent for the succeeding twelve month period shall be increased to 103% of the Base Rent for the preceding twelve (12) month period of the Extended Term. Tenant shall exercise such option by delivering to Landlord, no later than nine (9) months prior to the expiration of the Original Term, written notice of Tenant's desire to extend the Original Term. Tenant's failure to properly exercise such option shall waive it.

(c) If the date of occupancy is other than the Commencement Date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later

than the earlier of (i) the Commencement Date or (ii) 30 days after the space is made available to the Lessee in accordance with the conditions of this lease.

SECTION 4. RIGHTS AND RESPONSIBILITIES.

(a) Lessor's Rights and Responsibilities.

(i) Lessor agrees to allow lessee to use and occupy the Premises only for the Permitted Use and no other use.

(ii) Construction of Lessee Improvements.

1. Lessee has personally inspected the Premises and accepts the same "AS IS" without representation or warranty by Lessor of any kind and with the understanding that Lessor shall have no responsibility except as set forth herein.

2. Promptly following the date of this Lease, Lessee will prepare and submit to Lessor a set of plans and specifications and/or construction drawings that is reasonably acceptable to Lessor (the "Plans and Specifications") covering all work to be performed by Lessor in constructing the leasehold improvements to the Premises in accordance with the Space Plan (the "Lessee Improvements"). Lessor shall have until ten (10) days in which to review the Plans and Specifications and to give Lessee written notice of Lessor's approval of the Plans and Specifications or its requested changes to the Plans and Specifications. Lessee shall have no right to request any leasehold improvements or any changes to the Plans and Specifications that would materially alter the Premises, the exterior appearance or basic nature of the Building, or the Building systems. If Lessor fails to approve or request changes to the Plans and Specifications within ten (10) days, then Lessor shall be deemed to have approved the Plans and Specifications and the same shall thereupon be final. If Lessor requests any changes to the Plans and Specifications, Lessee shall make those changes which are reasonably requested by Lessor and shall within ten (10) days of its receipt of such request submit the revised portion of the Plans and Specifications to Lessor. Lessor may not thereafter disapprove the revised portions of the Plans and Specifications unless Lessee has unreasonably failed to incorporate reasonable comments of Lessor and, subject to the foregoing, the Plans and Specifications, as modified by said revisions, shall be deemed to be final upon the submission of said revisions to Lessor. Lessee and Lessor shall at all times in its review of the Plans and Specifications, and of any revisions thereto, act reasonably and in good faith. Lessor agrees to confirm Lessor's consent to the Plans and Specifications in writing within three (3) days following Lessee's written request therefor.

3. Following Lessor's approval (or deemed approval) of the Plans and Specifications, Lessor shall solicit competitive bids from at least three (3) subcontractors for each major trade. Lessor and Lessee shall review the bids jointly and Lessee shall select one sub-contractor for each item bid. Promptly following the selection of a subcontractor for each major trade, Lessor shall deliver to Lessee a statement of the cost to construct and install all of the Lessee Improvements (the "Cost Statement"). Lessee acknowledges and agrees that (A) the cost to construct and install the Lessee Improvements shall include a fee equal to ten percent (10%) of the total cost of

construction of the Lessee Improvements payable to the project's construction manager or general contractor, (B) that such construction manager or general contractor may be a subsidiary, affiliate or employees of Lessor, and (C) said fee shall be included in the Cost Statement and applied against the Allowance (as hereinafter defined). Lessee agrees to acknowledge the Cost Statement in writing within three (3) days following Lessor's written request therefor.

4. Lessee shall be responsible for the cost to construct and install the Lessee Improvements only to the extent that the Cost Statement, taking into account any increases or decreases resulting from any Change Orders (as hereinafter defined), exceeds Four and 50/100 Dollars (\$4.50) per rentable square foot of the Premises (the "Allowance"). If, following Lessee's approval (or deemed approval) of the Plans and Specifications, the Cost Statement shows that the cost to construct and install the Lessee Improvements will exceed the Allowance, Lessee shall deliver to Lessor, within ten (10) days following Lessor's written request, reimbursement to Lessor for approved payments made for construction of Lessee Improvements which exceed the Allowance. Lessee's failure to deliver the payments required in this paragraph shall entitle Lessee to stop the construction and installation of the Lessee Improvements until such payment is received, and any resulting delay shall constitute a Lessee Delay (as hereinafter defined) hereunder. In addition, all delinquent payments shall accrue interest at 15% per annum. If the Allowance exceeds the actual cost to construct and install the Lessee Improvements, such savings shall be the property of Landlord.

5. Lessor shall provide Lessee with a proposed schedule for the construction and installation of the Lessee Improvements including, but not limited to construction activities, submission schedules and inspection dates and shall notify Lessee of any material changes to said schedule. The Lessee shall have the right to inspect all work, either with its personnel or with a hired consultant's inspector(s). Lessee's Architect/Engineers shall also approve the Contractors Payment Requests. Lessee agrees to coordinate with Lessor regarding the installation of Lessee's phone and data wiring and any other trade related fixtures that will need to be installed in the Premises prior to Substantial Completion. In addition, if and to the extent permitted by applicable laws, rules and ordinances, Lessee shall have the right to enter the Premises prior to the anticipated date for completion of the Lessee Improvements in order to install fixtures (such as racking and otherwise prepare the Premises for occupancy (which right shall expressly exclude making any structural modifications). During any entry prior to the Commencement Date (i) Lessee shall comply with all terms and conditions of this Lease other than the obligation to pay rent, (ii) Lessee shall not interfere with Lessor's completion of the Lessee Improvements, (iii) Lessee shall cause its personnel and contractors to comply with the terms and conditions of Lessor's rules of conduct (which Lessor agrees to furnish to Lessee upon request), and (iv) Lessee shall not begin operation of its business. Lessee acknowledges that Lessee shall be responsible for obtaining all applicable permits and inspections relating to any such entry by Lessee.

6. Lessee shall have the right to request changes to the Plans and Specifications at any time by way of written change order (each, a "Change Order", and collectively, "Change Orders"). Provided such Change Order is reasonably acceptable to Lessor, Lessor shall prepare and submit promptly to Lessee a memorandum setting forth

the impact on cost and schedule resulting from said Change Order (the "Change Order Memorandum of Agreement"). Lessee shall, within three (3) days following Lessee's receipt of the Change Order Memorandum of Agreement, either (i) execute and return the Change Order Memorandum of Agreement to Lessor, in which case the Cost Statement shall be deemed modified automatically to take into account said Change Order, or (ii) retract its request for the Change Order. If, after taking the Change Order into account, the cost to construct and install the Lessee Improvements, will exceed the Allowance, then, at Lessor's option, Lessee shall pay to Lessor (or Lessor's designee), within fifteen (15) days following Lessor's request, any increase in the cost to construct and install the Lessee Improvements resulting from the Change Order, as set forth in the Change Order Memorandum of Agreement. Lessor shall not be obligated to commence any work set forth in a Change Order until such time as Lessee has delivered to Lessor the Change Order Memorandum of Agreement executed by Lessee and, if applicable, Lessee has paid Lessor in full for any increase in the Cost Statement.

7. For purposes of this Lease "Lessee Delay" shall mean any delay in the completion of the Lessee Improvements attributable to Lessee, including, without limitation, (A) Lessee's failure to meet any time deadlines specified herein, (B) Change Orders, (C) Lessee's requirements for special work or materials, finishes or installations other than Building standard, (D) the performance of any other work in the Premises by any person, firm or corporation employed by or on behalf of Lessee, or any failure to complete or delay in completion of such work, and (E) any other act or omission of Lessee.

8. Notwithstanding anything to the contrary contained herein, if completion of the Lessee Improvements is delayed beyond the Commencement Date as a result of Lessee Delay, then, for purposes of determining the Commencement Date, completion of the Lessee Improvements shall be deemed to have occurred on the date that completion of the Lessee Improvements would have occurred but for such Lessee Delay. Without limiting the foregoing, Lessor shall use commercially reasonable speed and diligence to complete the Lessee Improvements on or before the Commencement Date. Promptly following the Commencement Date, Lessee shall execute Lessor's Letter of Understanding in substantially the form attached hereto as Exhibit B and made a part hereof, acknowledging (x) the Commencement Date of this Lease, and (y) except for any punchlist items, that Lessee has accepted the Premises. If Lessee takes possession of and occupies the Premises, Lessee shall be deemed to have accepted the Premises and that the condition of the Premises and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects, subject to any punchlist items. Upon the expiration or earlier termination of this Lease, all Lessee Improvements shall remain the property of Lessor.

(iii) In addition to the rights specified elsewhere in this Lease, Lessor shall have the following rights regarding the use of the Premises or the Common Areas, each of which may be exercised without notice or liability to Lessee: (a) Lessor may install such signs, advertisements or notices or Lessee identification information on the directory board or Lessee access doors as it shall deem necessary or proper; (b) Lessor shall have the right at any time to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper; (c) Lessor, its employees and agents and any mortgagee of the Building

shall have the right to enter any part of the Premises at reasonable times upon reasonable notice except in the event of an emergency when no notice shall be required for the purposes of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or Lessees and making such repairs, alterations or improvements to the Premises or the Building as Lessor may deem necessary or desirable. Lessor shall incur no liability to Lessee for such entry, nor shall such entry constitute an eviction of Lessee or a termination of this Lease, or entitle Lessee to any abatement of rent therefor.

(b) Lessee's Rights and Responsibilities.

(i) Lessee agrees to occupy and use the Premises only for the Permitted Use and to pay Rent as specified in section 5.

(ii) Lessee is required to contract for janitorial services for the Premises, and is responsible for any expenses incurred therefrom.

(iii) In addition to the janitorial services, and the Rent specified in section 5, Lessee shall be responsible for all operating expenses for services and taxes under sections 7 and 9(c), if those expenses and taxes total more than \$3.40/RSF to be calculated annually; which expenses and services shall be defined as

- a. Lessee's Pro Rata Share of Operating Expenses as noted in Paragraph 7(c).
- b. Lessee's Pro Rata Share of Property Taxes as noted in Paragraph 7(a).
- c. Lessee's Pro Rata Share of Property Insurance as noted in Paragraph 7(b)
- d. All Lessee Utilities as noted in Paragraph 9(c).

(iv) Subject to all relevant building codes and restrictions, and Metrocenter Owner's Association approval, Lessee shall have the non-exclusive right to place its name on the exterior of the Premises at Lessee's cost. Lessor shall have the final approval of color, size, style and placement of Lessee's individually lettered sign. Additionally, Lessor will provide Lessee with signage on the existing monument sign at the entrance to the premises with 9-inch lettering.

SECTION 5. RENT.

(a) Amounts.

Lessee agrees to pay Lessor Base Rent according to the following schedule:

DATE	PER SF	PER MO.	PER YEAR
04/01/03	\$10.90	\$42,915.12	\$514,981.44
04/01/04	\$11.23	\$44,214.38	\$530,572.56
04/01/05	\$11.56	\$45,513.65	\$546,163.80

(b) Payment.

Rent must be paid by the first day of each month, as specified in section 18.

(c) Refund.

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(d) Late Payments.

Lessee acknowledges that Lessor shall incur certain additional unanticipated administrative and legal costs and expenses if Lessee fails to timely pay any payment required hereunder. Therefore, in addition to the other remedies available to Lessor hereunder, if any payment required to be paid by Lessee to Lessor hereunder shall become overdue, such unpaid amount shall bear interest from the due date thereof to the date of payment at the prime rate (as reported in the Wall Street Journal) of interest ("Prime Rate") plus four percent (4%) per annum.

SECTION 6. CONSIDERATION.

Lessee, in consideration of this Lease, agrees:

(a) To timely pay rent when due hereunder;

(b) To use and occupy the Premises for purposes stated hereunder only, and for no other object or purpose without the prior written consent of Lessor, or to not use the Premises for any illegal or harmful purpose.

(c) Lessee shall (i) use and maintain the Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with the Covenants (defined below) and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon Lessor or Lessee any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Premises, (iii) comply with

and obey all reasonable directions of Lessor, including directions as to the non-exclusive use of, and ratio of, parking spaces, as well as the Building Rules and Regulations attached hereto as Exhibit B and as may be modified from time to time by Lessor on reasonable notice to Lessee. Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Lessees or occupants of the Building or injure or annoy them. Lessor shall not be responsible to Lessee for the non-performance by any other Lessee or occupant of the Building of any of the Building Rules and Regulations, but agrees to take reasonable measures to assure such other Lessee's compliance. Lessee shall not use the Premises, or allow the Premises to be used, for any purpose or in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy unless Lessee reimburses Lessor for any increase in premium charged.

SECTION 7. ADDITIONAL RENTAL. In addition to the Minimum Annual Rent specified in this Lease, Lessee shall pay to Lessor as "Additional Rent" for the Premises, in each calendar year or partial calendar year, during the Lease Term, an amount equal to the Annual Rental Adjustment for such calendar year. "Annual Rental Adjustment" shall mean the amount of Lessee's Proportionate Share of Operating Expenses, Insurance Premiums and Taxes as described in this Section 7 below. Lessor shall estimate the Annual Rental Adjustment annually, and written notice thereof shall be given to Lessee prior to the beginning of each calendar year. Lessee shall pay to Lessor each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Annual Rental Adjustment. Within a reasonable time after the end of each calendar year, Lessor shall prepare and deliver to Lessee a statement showing the actual Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Lessee shall pay to Lessor, or Lessor shall credit against the next rent payment or payments due from Lessee, as the case may be, the difference between the actual Annual Rental Adjustment for the preceding calendar year and the estimated amount paid by Lessee during such year.

(a) **LESSEE SHARE OF TAXES.** As additional rent Lessee shall pay an amount equal to Lessee's "proportionate share" of Real Estate Taxes. "Real Estate Taxes" shall include any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, state franchise taxes assessed on tangible property, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building or Common Areas (hereinafter defined) (or against Lessor's business of leasing the Building) by any authority having the power to so charge or tax, together with costs and expenses of contesting the validity or amount of Real Estate Taxes, which at Lessor's option may be calculated as if such contesting work had been performed on a contingent fee basis (whether charged by Lessor's counsel or representative; provided, however, that said fees are reasonably comparable to the fees charged for similar services by others not affiliated with Lessor, but in no event shall said fees exceed thirty-three percent (33%) of the good faith estimated tax savings). Lessee's share of the taxes shall be paid as provided in subparagraph 4(b)(iii) above.

(b) **LESSEE'S SHARE OF INSURANCE PREMIUMS:** Lessee shall pay as additional rent an amount equal to Lessee's "proportionate share" of premiums charged for fire and extended coverage and liability insurance with all endorsements carried by Lessor on the Building payable for any Lease Year. Lessee's proportionate share of premiums shall be paid as provided in subparagraph 4(b)(iii) above.

(c) **LESSEE'S SHARE OF OPERATING EXPENSES:** Lessee shall pay as additional rent an amount equal to Lessee's "proportionate share" of the reasonable repair, replacement, operation and maintenance costs for the building's common area, shrub care, lawn care and general landscaping, trash removal, maintenance and repair and replacement to parking and trucking areas, driveways, sidewalks including snow removal, exterior lighting, other facilities shared by the various Lessees in the Building (including management fees) and the cost to monitor, maintain and repair fire safety systems, and the Lessor shall use good faith efforts to keep the operating and maintenance costs in line with costs for other similar buildings. Lessee's proportionate share of such expenses shall be paid as provided in subparagraph 4(b)(iii) above. The cost of any capital improvement constructed during the Lease Term shall be amortized over the useful life of such improvements (as reasonably determined by Lessor), and only the amortized portion shall be included in Operating Expenses.

(d) **DEFINITION OF PROPORTIONATE SHARE:** The definition of the Lessee's "proportionate share" shall be determined by multiplying each such Real Estate Tax, insurance and Operating Expenses cost amount, including utilities provided in 9(c) by a fraction, the numerator of which is 47,246, and the denominator of which is the total rentable square footage in the Building, (approximately 59,398 square feet).

SECTION 8. SPACE AUDIT

The Lessor certifies that the amount of space as described in Section 4 above, is accurate to the best of his knowledge. The Lessee reserves the right to perform physical measurements of said space and adjust the rental amount based upon the amount of space as measured. If the measured amount using the Drip Line method is less than the amount of space indicated in Section 4 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the Lessee.

SECTION 9. LESSOR'S MAINTENANCE OBLIGATIONS, ADA AND UTILITIES.

(a) **Lessor's Obligations.** Lessor agrees to maintain, repair or refurbish the Premises against ordinary wear and tear as follows:

(i) maintaining and repairing the Premises' roof, as necessary;

(ii) maintaining and repairing the foundation and structural members of the exterior walls, as necessary;

(iii) maintaining and repairing all electrical wiring on Premises as required by the Metropolitan Code of Laws as of the Commencement Date, including all codes or regulations adopted by reference;

(iv) maintaining, repairing or refurbishing the exterior of the Premises, as necessary;

(v) maintaining, repairing or refurbishing all florescent light fixtures and providing bulbs. However, Lessor is not required to maintain or provide bulbs for any lamps that are not part of Premises on the Commencement Date, including, without limitation, the personal lamps of Lessee, its employees or agents;

(vi) maintaining, repairing or refurbishing all plumbing and HVAC systems, as necessary, to insure that the same is functioning in good working order and condition on or before the commencement date and throughout the term of the lease.

Notwithstanding the foregoing, Landlord shall not be obligated to pay the costs to maintain, repair or replace the abovementioned items if such work is required due to the negligence or misconduct of Tenant, its employees, agents, contractors or invitees.

(b) ADA Obligations. Lessor will insure that as of the Commencement Date, the Premises complies with the requirements of the Metropolitan Government's ADA Compliance Office and with the Americans with Disabilities Act (ADA) and the Justice Department Standards for Accessible Design (JDSAD), initially set forth at 28 C.F.R. Part 36, App. A., effective at the date of implementation.

(c) Utilities. Lessor shall be responsible for providing and paying for all utilities, including, without limit, electrical, and gas as shall be sufficient to meet the Lessee's requirements. As additional rent Lessee shall pay an amount equal to Lessee's "proportionate share" of utilities applicable to the Building. Lessee's share of the utilities shall be paid as provided in subparagraph 4(b)(iii) above.

(d) Additional Services. If Lessee requests utilities or building services in addition to those identified above or any of the above utilities or building services in frequency, scope, quality or quantity substantially greater than those which Lessor determines are normally required by other Lessees in the Building for the Permitted Use, then Lessor shall use reasonable efforts to attempt to furnish Lessee with such additional utilities or building services. In the event Lessor is able to and does furnish such additional utilities or building services, the costs thereof shall be borne by Lessee, who shall reimburse Lessor monthly for the same as Additional Rent at the same time Monthly Rental Installments and other Additional Rent is due. If any lights, density of staff, machines or equipment used by Lessee in the Premises materially affect the temperature otherwise maintained by the Building's air-conditioning system or generate substantially more heat in the Premises than that which would normally be generated by that typically used by other Lessees in the Building or by Lessees in comparable office buildings, then Lessor shall have the right to install any machinery or equipment which Lessor considers reasonably necessary in order to restore the temperature balance between the Premises and the

rest of the Building, including equipment which modifies the Building's air-conditioning system. All costs expended by Lessor to install any such machinery and equipment and any additional costs of operation and maintenance in connection therewith shall be borne by Lessee, who shall reimburse Lessor for the same as provided in this Section 9 (d).

(e) Alterations. Lessee shall not permit alterations in or to the Premises unless and until the plans have been approved by Lessor in writing. As a condition of such approval, Lessor may require Lessee to remove the alterations and restore the Premises upon termination of this Lease; otherwise, all such alterations shall at Lessor's option become a part of the realty and the property of Lessor, and shall not be removed by Lessee. Lessee shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Lessee for any labor or material furnished to the Premises, and nothing in this Lease shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the Premises for work claimed to have been done for or material claimed to have been furnished to Lessee, Lessee shall cause such lien to be discharged of record within thirty (30) days after filing. Lessee shall indemnify Lessor from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien.

SECTION 10. INSURANCE.

Lessee shall provide property insurance for all property belonging to Lessee that shall be in use within Premises. Lessee shall not be responsible for providing property insurance for any property that does not belong to Lessee. Lessee is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-201 *et seq.* Lessee will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of the Metropolitan Government subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

SECTION 11. HOLDING OVER.

If Lessee retains possession of the Premises after the expiration or earlier termination of this Lease, Lessee shall become a Lessee from month to month at One Hundred Fifty Percent (150%) of the Annual Rental Adjustment for the Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Lessor of rent after such expiration or earlier termination shall not result in a renewal of this Lease. Lessee shall vacate and surrender the Premises to Lessor upon Lessee being given thirty (30) days' prior written notice from Lessor to vacate whether or not said notice is given on the rent paying date. This Section 11 shall in no way constitute a consent by Lessor to any holding over by Lessee upon the expiration or earlier termination of this Lease, nor limit Lessor's remedies in such event.

SECTION 12. CONFLICT OF INTEREST.

Lessor declares that as of the effective date of this Lease, neither the Mayor nor any member of the Metropolitan Council, nor the director of any department of the Metropolitan Government, nor any other Metropolitan Governmental official or employee is directly or indirectly interested in this Lease and, furthermore, Lessor pledges that it will notify the Administrator of Lessee in writing should any of the above-referenced persons become either directly or indirectly interested in this Lease. In addition, Lessor declares that as of the effective date of this Lease, neither it nor any of the principals therein have given or donated, or promised to give or donate, either directly or indirectly, to any official or employee of the Metropolitan Government or to anyone else for its benefit, any sum of money or other thing of value or aid or assist in obtaining this Lease. Furthermore, Lessor pledges that neither it nor any officer or employee of the Metropolitan Government, or to anyone else for his benefit, has given any sum of money or other thing of value for aid or assistance in obtaining any amendment or modification to this Lease.

SECTION 13. PERSONNEL POLICY.

Lessor makes oath that, by its employment standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal, or laying off of any individual due to his race, creed, color, national origin, gender or disability.

SECTION 14. TERMINATION--FUNDING.

Should funding for this lease be discontinued, Tenant shall have the right to terminate the lease immediately upon written notice to Lessor provided Tenant pays Landlord the unamortized portion of all tenant improvement costs incurred by Landlord together with interest thereon at the rate of twelve percent (12%).

SECTION 15. CONDEMNATION.

(a) Total Taking. If the entire Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking.

(b) Partial Taking - Lessee's Rights. If any part of the Premises becomes subject to a Taking and such Taking will prevent Lessee from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Lessee may terminate this Lease as of the date of such Taking by giving written notice to Lessor within thirty (30) days after the Taking.

(c) Partial Taking - Lessor's Rights. If any material portion, but less than all, of the Premises becomes subject to a Taking, then Lessor may terminate this Lease by delivering written notice thereof to Lessee within thirty (30) days after such Taking. If Lessor does not so terminate this Lease, then this Lease will continue.

(d) Award. If any Taking Occurs, then Lessor shall receive the entire award or other compensation for (i) the land on which the Premises are situated, (ii) the Premises, and (iii) other improvements taken, and Lessee may separately pursue a claim against the condemner for (i) the value of Lessee's personal property that Lessee is entitled to remove under this Lease, (ii) moving costs and (iii) loss of business, provided such claims do not reduce the award otherwise payable to Lessor.

SECTION 16. REMEDIES FOR DEFAULT.

(a) Default. The occurrence of any of the following shall be a "Default":

(i) Lessee fails to pay any Base Rent or Additional Rent within five (5) days after the same is due, or Lessee fails to pay any other amounts due Lessor from Lessee within ten (10) days after the same is due.

(b) Lessee fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after notice thereof from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Lessee commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.

(i) Lessee shall vacate or abandon the Premises, or fail to occupy the Premises or any substantial portion thereof for a period of thirty (30) days.

(ii) Lessee shall assign or sublet all or a portion of the Premises in contravention of this Lease.

It shall be grounds for Termination of this Lease upon the following:

(i) All or substantially all of Lessee's assets in the Premises or Lessee's interest in this Lease are attached or levied under execution (and Lessee does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Lessee (and Lessee fails to secure a stay or discharge thereof within sixty (60) days thereafter); Lessee is insolvent and unable to pay its debts as they become due; Lessee makes a general assignment for the benefit of creditors; Lessee takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Lessee or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Lessee's corporate charter if Lessee is a corporation.

(c) Remedies. Upon the occurrence of any Default, Lessor shall have the following additional rights and remedies, in addition to those allowed by law or in equity, any one or more of which may be exercised without further notice to Lessee:

(i) Lessor may apply the Security Deposit or re-enter the Premises and cure any default of Lessee, and Lessee shall reimburse Lessor as Additional Rent for any costs and expenses which Lessor thereby incurs; and Lessor shall not be liable to Lessee for any loss or damage which Lessee may sustain by reason of Lessor's action.

(ii) Lessor may terminate this Lease or, without terminating this Lease, terminate Lessee's right to possession of the Premises as of the date of such Default, and thereafter (i) neither Lessee nor any person claiming under or through Lessee shall be entitled to possession of the Premises, and Lessee shall immediately surrender the Premises to Lessor; and (ii) Lessor may re-enter the Premises and dispossess Lessee and any other occupants of the Premises by any lawful means and may remove their effects, without prejudice to any other remedy which Lessor may have. Upon the termination of this Lease, Lessor may declare the present value (discounted at the Prime Rate) of all rent which would have been due under this Lease for the balance of the Lease Term to be immediately due and payable, whereupon Lessee shall be obligated to pay the same to Lessor, together with all loss or damage which Lessor may sustain by reason of Lessee's default ("Default Damages"), which shall include without limitation expenses of preparing the Premises for re-letting, demolition, repairs, Lessee finish improvements, brokers' commissions and attorneys' fees, it being expressly understood and agreed that the liabilities and remedies specified in this subsection (b) shall survive the termination of this Lease.

(iii) Lessor may, without terminating this Lease, re-enter the Premises and re-let all or any part thereof for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Lessee shall be immediately obligated to pay to Lessor as liquidated damages the present value (discounted at the Prime Rate) of the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the Lease Term, together with all of Lessor's Default Damages.

(iv) Lessor may sue for injunctive relief or to recover damages for any loss resulting from the Default.

(v) Lessor's Default and Lessee's Remedies. Lessor shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Lessee to Lessor; provided, however, that if the term, condition, covenant or obligation to be performed by Lessor is such that it cannot reasonably be performed within thirty days, such default shall be deemed to have been cured if Lessor commences such performance within said thirty-day period and thereafter diligently undertakes to

complete the same. Upon the occurrence of any such default, Lessee may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Lessee shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder.

(vi) Limitation of Lessor's Liability. If Lessor shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Lessee shall, as a consequence thereof, recover a money judgment against Lessor, Lessee agrees that it shall look solely to Lessor's right, title and interest in that no other assets of Lessor shall be subject to levy, execution or other process for the satisfaction of Lessee's judgment.

(d) Nonwaiver of Defaults. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Lessor's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Lessee's check or any letter accompanying Lessee's check be deemed an accord and satisfaction. No act or omission by Lessor or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Lessor.

(e) Attorneys' Fees. If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for the reasonable attorneys' fees incurred in connection therewith.

SECTION 17. FIRE AND OTHER DAMAGE.

Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired at the expense of Lessor without unreasonable delay unless Lessor determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired, monthly payments hereunder shall abate in such amount as may be reasonably determined by Lessor; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the compensation hereunder shall not cease or be abated during any repair period. Should the damage to the area be so extensive as to render it unlesseeable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon ten (10) days' written notice to the other of the damage; otherwise this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor's obligations to rebuild or repair under this Section shall in any event be limited to restoring

said area to substantially the condition that existed prior to the commencement of improvements by Lessor.

SECTION 18. NOTICES, PAYMENT OF RENT, AND DESIGNATION OF AGENT FOR SERVICE OF PROCESS

Notices required herein may be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. All rents shall also be paid to the same address, or to such other address as Lessor may designate by a notice in writing. Until any such change is made, notices to Lessee shall be delivered as follows:

LESSEE: METROPOLITAN GOVERNMENT
ATTN: FINANCE DEPARTMENT
REAL ESTATE MANAGER
222 3RD AVE NORTH, STE. 701
NASHVILLE, TN 37201
(615) 880-2632

Notices to Lessor shall be delivered as follows:

LESSOR: Duke Realty Limited Partnership
ATTN: Property Management
782 Melrose Avenue
Nashville, TN 37211

WITH RENTAL
PAYMENTS TO: Duke Realty Limited Partnership
75 Remittance Drive, Suite 3205
Chicago, Illinois 60675-3205

Lessor designates the following as the Lessor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

DESIGNATED AGENT: CT Corporation
530 Gay Street
Knoxville, TN 37902

SECTION 19. SURRENDER

(a) Upon the Ending Date or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor in as good order and condition as on the

Commencement Date, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God or circumstances over which the Lessee has no control or for which Lessor is responsible pursuant to this lease, excepted.

(b) Lessee shall remove its personal property, computer equipment, wiring and cabling (including above ceiling) in the Premises, at its sole cost and expense. Lessee shall, at its expense, promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing upon the Commencement Date, reasonable wear and tear excepted. All Lessee property which is not removed within ten (10) days following Lessor's written demand therefore shall be conclusively deemed to have been abandoned and Lessor shall be entitled to dispose of such property at Lessee's cost without incurring any liability to Lessee. The provisions of this section shall survive the expiration or other termination of this Lease.

SECTION 20. SEVERABILITY. If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease are unlawful, invalid or unenforceable, the parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

SECTION 21. FORCE MAJEURE. Neither Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

SECTION 22. NOTICE OF CLAIMS. Each party agrees to give the other party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity which may result in litigation related in any way to this Lease.

SECTION 23. AUTHORITY TO ENTER INTO LEASE AGREEMENT. The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

SECTION 24. ACKNOWLEDGEMENT. The parties hereto, or their authorized representatives, acknowledge that they have read this Lease, including any annexes or attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

SECTION 25. APPLICABLE LAW AND VENUE. The parties agree that this Lease is executed in and is to be performed in the State of Tennessee, and that all provisions of this Lease and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County, Tennessee.

SECTION 26. NO AGENCY. Anything herein to the contrary notwithstanding, Lessee is not the agent of Lessor. The parties hereto are neither partners nor joint venturers and neither shall

the parties hold themselves out to be partners or joint venturers. The parties shall hold the status of Lessor and Lessee only.

SECTION 28. AMENDMENT. This Lease is subject to modification, alteration, amendment or change only upon the mutual agreement of the parties. Any such amendment will become effective only after approval by Lessor and Lessee, reduced to writing and signed by the parties hereto. Any duly approved amendment, executed as prescribed herein, shall be of full force and effect, as though originally agreed to and incorporated here upon its passage by the Metropolitan Council and upon its filing with the Metropolitan Clerk.

SECTION 29. COMPLIANCE WITH LAWS. Lessor agrees to comply with all federal, state and local laws in the performance of this lease.

SECTION 30. COVENANT OF QUIET ENJOYMENT. Lessor hereby covenants that the peaceful use of the Premises by Lessee twenty-four (24) hours per day, seven (7) days per week and fifty-two (52) weeks per year will not be disturbed at any time during the Term by the Lessor or a party claiming superior title to Lessor.

SECTION 31. ENTIRE AGREEMENT. This Lease and the Annexes hereto constitute the totality of the agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.

SECTION 32. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this Lease or sublet the Premises in whole or in part without Lessor's prior written consent, which consent, except as set forth below, shall not be unreasonably withheld, delayed or denied. In the event of any permitted assignment or subletting, Lessee shall remain primarily liable hereunder, and any extension, expansion, rights of first offer, rights of first refusal or other options granted to Lessee under this Lease shall be rendered void and of no further force or effect. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Premises. Without in any way limiting Lessor's right to refuse to consent to any assignment or subletting of this Lease, Lessor reserves the right to refuse to give such consent if in Lessor's opinion (i) the Premises are or may be in any way adversely affected; (ii) the business reputation of the proposed assignee or subLessee is unacceptable; or (iii) the financial worth of the proposed assignee or subLessee is insufficient to meet the obligations hereunder. Lessor further expressly reserves the right to refuse to give its consent to any subletting if the proposed rent is to be less than the then current rent for similar premises in the Building and can refuse any proposed sublease that occurs within the first twenty-four (24) months of the Lease Term. If Lessor refuses to give its consent to any proposed assignment or subletting, Lessor may, at its option, within thirty (30) days after receiving a request to consent, terminate this Lease by giving Lessee thirty (30) days' prior written notice of such termination, whereupon each party shall be released from all further obligations and liability hereunder.

SECTION 33. TRANSFERS BY LESSOR.

(a) Sale of the Building. Lessor shall have the right to sell the Building at any time during the Lease Term, subject only to the rights of Lessee hereunder; and such sale shall operate to release Lessor from liability hereunder after the date of such conveyance.

(b) Estoppel Certificate. Within ten (10) business days following receipt of a written request from Lessor, Lessee shall execute and deliver to Lessor, without cost, any instrument which Lessor deems reasonably necessary or desirable to confirm the subordination of this Lease and an estoppel certificate in such form as Lessor may reasonably request certifying (i) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (ii) the date to which rent has been paid, (iii) that there are not, to Lessee's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (iv) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Lessor and by any purchaser or mortgagee of the Building.

(c) Subordination. Lessor shall have the right to subordinate this Lease to any mortgage presently existing or hereafter placed upon the Building by so declaring in such mortgage. Notwithstanding the foregoing, if the mortgagee shall take title to the Premises through foreclosure or deed in lieu of foreclosure, Lessee shall be allowed to continue in possession of the Premises as provided for in this Lease so long as Lessee shall not be in default. Lessor shall use commercially reasonable efforts, upon written request by Lessee and at Lessee's sole expense, to obtain a Subordination, Non-Disturbance and Attornment Agreement executed by holders of any mortgages on the Premises providing that (i) in the event the mortgagee files suit to foreclose the mortgage, the mortgagee will not join Lessee in the foreclosure proceedings so long as Lessee is not in default under any of the terms, covenants and conditions of the Lease, (ii) in the event mortgagee succeeds to the interest of mortgagor, as Lessor, and Lessee is not in default under the terms, covenants or conditions of the Lease, the mortgagee shall be bound to Lessee under all of the terms, covenants and conditions of the Lease, (iii) Lessee agrees to attorn to mortgagee, and (iv) Lessee agrees to give mortgagee notice of Lessor's default and opportunity to cure.

SECTION 34. LESSEE'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.

(a) Environmental Definitions.

1. "Environmental Laws" - All present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Premises.

2. "Hazardous Substances" - Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws.

(b) Compliance. Lessee, at its sole cost and expense, shall promptly comply with the Environmental Laws including any notice from any source issued pursuant to the Environmental Laws or issued by any insurance company which shall impose any duty upon Lessee with respect to the use, occupancy, maintenance or alteration of the Premises whether such notice shall be served upon Lessor or Lessee.

(c) Restrictions on Lessee. Lessee shall operate its business and maintain the Premises in compliance with all Environmental Laws. Lessee shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Premises, or the transportation to or from the Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

(d) Notices, Affidavits, Etc. Lessee shall immediately notify Lessor of (i) any violation by Lessee, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Premises and shall immediately deliver to Lessor any notice received by Lessee relating to (i) and (ii) above from any source. Lessee shall execute affidavits, representations and the like within five (5) days of Lessor's request therefor concerning Lessee's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Premises.

(e) Lessor's Rights. Lessor and its agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Premises and conduct tests thereon to determine whether or the extent to which there has been a violation of Environmental Laws by Lessee or whether there are Hazardous Substances on, under or about the Premises. In exercising its rights herein, Lessor shall use reasonable efforts to minimize interference with Lessee's business but such entry shall not constitute an eviction of Lessee, in whole or in part, and Lessor shall not be liable for any interference, loss, or damage to Lessee's property or business caused thereby.

(f) Lessee's Reimbursement. Lessee shall reimburse Lessor and Lessor's managing agent for any and all claims, losses, liabilities, costs, expenses and damages, including attorney's fees, costs of testing and remediation costs, incurred by Lessor in connection with any breach by Lessee of its obligations under this Article 34. The covenants and obligations under this Article 34 shall survive the expiration of earlier termination of this Lease. Notwithstanding anything contained in this Article 34 to the contrary, Lessee shall not have any liability to Lessor under this Article 34 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Premises prior to the Commencement Date of this Lease except to the extent Lessee exacerbates the same.

(g) Lessor's Representation. To the best of Lessor's knowledge and belief Lessor represents that as of the Commencement Date of the term hereof, the Premises shall either be in compliance with all governmental codes, ordinances, rules and regulations (including but not limited to all environmental laws) or, if required at such time, shall be brought into such compliance.

SECTION 35. PARKING

Lessee shall be entitled to four (4) parking spaces for every 1,000 rentable square feet of the Premises in the parking areas established for the Building. All spaces shall be unreserved on a first-come, first-served basis. Lessee's parking ratio shall include the appropriate number of handicapped and visitor spaces for the Building. Lessor may require Lessee to park in designated parking areas or Lessor may require Lessee's employees and/or invitees to place parking stickers on their vehicles. Lessor may use reasonable efforts to enforce its parking rules.

(THIS SPACE INTENTIONALLY LEFT BLANK).

The Lessor fully understand that this lease is not binding except and until all appropriate Lessee official signatures have been fully obtained, approval of this agreement by the Metropolitan Council and upon its filing with the Metropolitan Clerk. If not obtained by December 31, 2002 this Lease shall be void.

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY and DUKE REALTY LIMITED PARTNERSHIP have executed their signatures the date first above written.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (LESSEE):

Ken Maynard
Ken Maynard
Public Property Director

APPROVED AS TO FINANCIAL MATTERS:

Joe Manning
DAVID MANNING
Director of Finance

APPROVED AS TO INSURANCE:

Joe Clinard
JOE CLINARD
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Daniel W. Champney
DANIEL W. CHAMPNEY
Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Marilyn D. Swing

Date: 11/19/02

DUKE REALTY LIMITED PARTNERSHIP

By: Duke Realty Corporation,
as sole general partner

By: John W. Nelley, Jr.

Printed: John W. Nelley, Jr.

Title: Managing Director

Sworn to and subscribed to before me, a Notary Public, this 12 day of Sept., 2003 by

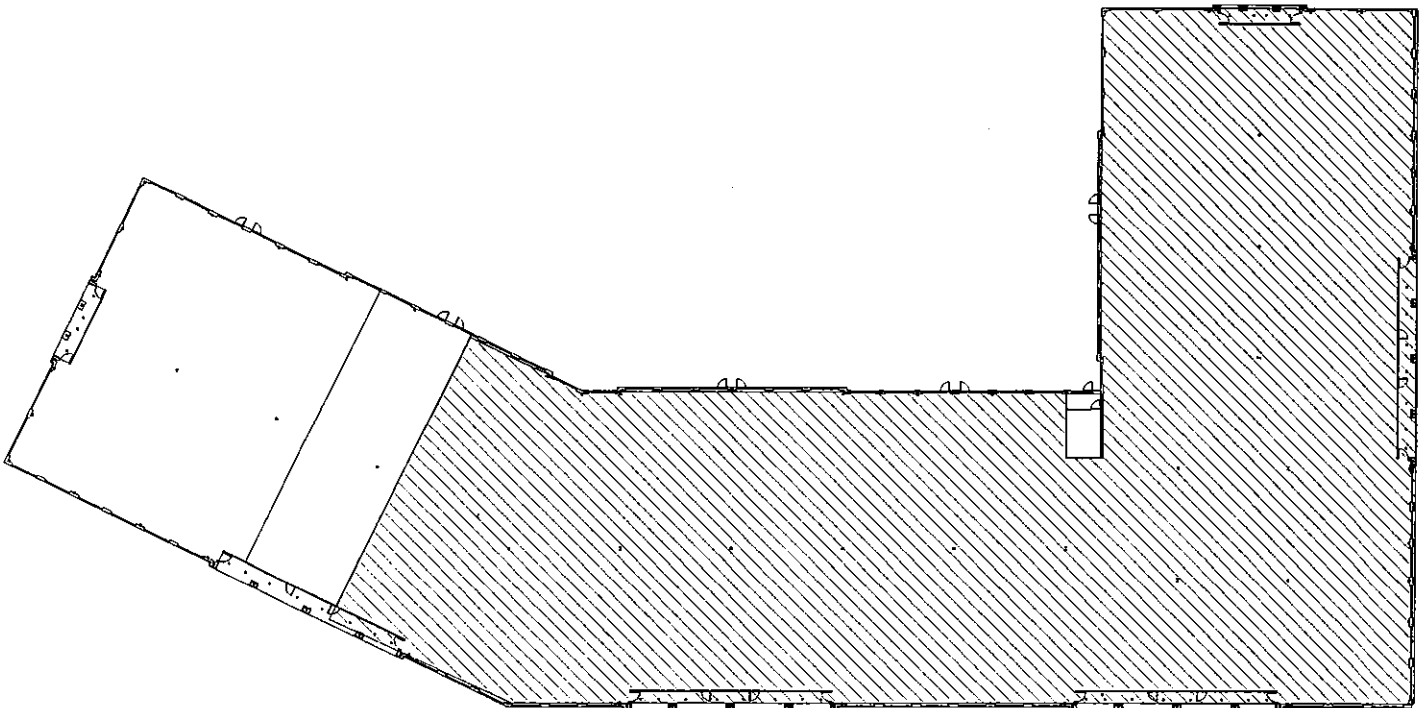
John W. Nelley, Jr., the

Managing Director of Lessor and duly authorized to execute this instrument on behalf of Duke Realty.
(LESSOR)

Gou Jacobs
Notary Public
My Commission Expires 5.28.03

EXHIBIT A

LEASED PREMISES



The Leased Premises are shown hereon, striped. Any designation of the location, size, layout or other details of the building in which the Leased Premises are located, or of any Common Areas or other areas not a part of the Leased Premises shown hereon is an approximation or estimation of existing or proposed plans. Such designation shall not constitute any representation, covenant or agreement by Landlord as to the use or occupancy of or any other matter respecting such other areas and such designations are subject to changes, modifications, alteration, addition, or deletion at any time by Landlord, without liability whatsoever to Tenant and without affect the validity of this Lease.

Exhibit "A"

EXHIBIT B

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. Landlord may control the Common Areas.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises other than Landlord standard drapes without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreensed without written consent of Landlord.

3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Leased Premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant. Standard interior signs on doors and lobby directory shall be inscribed, painted or affixed for each tenant by the Landlord, and shall be of a size, color and style acceptable to Landlord. The lobby directory will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.

4. The sashes, sash doors, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by tenant.

5. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.

6. No tenant shall mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct. Landlord shall direct electricians as to where and how telephone or telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord.

7. No bicycles, vehicles, birds or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Leased Premises, and no cooking shall be done or permitted by any tenant on the Leased Premises, except microwave cooking, and the preparation of coffee, tea, hot

chocolate and similar items for tenants and their employees which shall be permitted provided power shall not exceed that amount which can be provided by a 30 amp circuit. No tenant shall cause or permit any unusual or objectionable odors to be produced or permeate the Leased Premises.

8. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Leased Premises. No tenant shall occupy or permit any portion of the Leased Premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or an employment bureau without the express written consent of Landlord. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

9. No tenant shall make, or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.

10. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Leased Premises any inflammable, combustible or explosive fluid, chemical or substance or firearm.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each tenant must upon the termination of his tenancy, restore to the Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

12. No Tenant shall overload the floors of the Leased Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by Landlord at the sole cost and expense of tenant, who shall reimburse Landlord immediately therefor upon demand. All removals or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord shall reasonably determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to the superintendent of the Building and under his supervision, and the persons employed by any tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

13. No tenant shall purchase janitorial or maintenance or other like services, from any person or persons not approved by Landlord.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion tends to impair the reputation of the Building or its desirability as an office

location, and upon written notice from Landlord any tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to require all persons entering the Building between the hours of 6 p.m. and 8 a.m. and at all hours on Sunday and legal holidays to register with Landlord's security personnel. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

16. Any persons employed by any tenant to do janitorial work or other work in the Leased Premises shall, while in the Building and outside of the Leased Premises, be subject to and under the control and direction of the superintendent of the Building (but not as an agent or servant of said superintendent or of the Landlord), and tenant shall be responsible for all acts of such persons.

17. The requirements of tenant will be attended to only upon application to the Office of the Building.

18. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

19. All office equipment of any electrical or mechanical nature shall be placed by tenant in the Leased Premises in settings which will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

20. No air-conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.

21. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

22. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord.

23. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles placed in it for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of \$50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

24. Tenants will see that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

25. Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles. Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space without the express written permission of Landlord.

26. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

It is Landlord's desire to maintain in the Building the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. The Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building, and for the preservation of good order therein.