

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the VILLAGE OF WEST JEFFERSON (the "Village"), a political subdivision of the State of Ohio, through the Village of West Jefferson Village Council (the "Council"); and DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement among DUKE REALTY OHIO (the "Developer"), SHUI-NAN CHUANG AND CHIOU-JEU CHUANG, TRUSTEES OF THE SHUI-NAN AND CHIOU-JEU CHUANG TRUST, DATED JANUARY 28, 2000 ("Chuang"), and the Village, dated effective July 5, 2007 (the "CRA Agreement," a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the Village, by Resolution No. 07-028, adopted by the Council on May 21, 2007, designated the area specified in the Resolution as the West Jefferson Northern Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on July 5, 2007, the Developer, Chuang and the Village entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Trustee Warranty Deed dated as of August 6, 2012 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on August 6, 2012 (the "Transfer Date") to the interest of Chuang in a portion of the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the Village is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed

and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date it is executing this Agreement and as of the Transfer Date, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 ("Provision of Information"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), and Section 22 ("R.C. Section 9.66 Covenants").

2. The Successor further certifies as of the date it is executing this Agreement and as of the Transfer Date that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

3. The Village agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

4. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Duke Realty Limited Partnership
Attn: James T. Clark
4675 Lakehurst Court, Suite 200
Dublin, OH 43016
Phone: 614-932-6016
Fax: 614-932-6290

With a copy to:

Duke Realty Corporation
Attn: Ann Colussi Dee, Esq.
9377 West Higgins Road, Suite 600
Rosemont, IL 60018
Phone: 847-232-5408
Fax: 847-232-5694

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Transfer Date.

THE VILLAGE OF WEST JEFFERSON, MADISON COUNTY, OHIO

By: *Darlene Steele*

Print Name: Darlene Steele

Title: Mayor

By Resolution No. 07-029 dated May 21, 2007

Verified and Certified:

Emilia Jackson
Clerk of Council

APPROVED AS TO
FORM:

Ronald C. Parsons
Ronald C. Parsons
Director of Law

SUCCESSOR

DUKE REALTY LIMITED PARTNERSHIP,
An Indiana limited partnership

By: Duke Realty Corporation,
its general partner

By: *James T. Clark*
James T. Clark
Senior Vice President
Columbus Group

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of CRA Agreement]

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") made and entered into by and among the VILLAGE OF WEST JEFFERSON (the "Village"), a municipal corporation in the State of Ohio (the "State"), through the Village of West Jefferson Village Council (the "Council"); SHUI-NAN CHUANG AND CHIOU-JEU CHUANG, TRUSTEES OF THE SHUI-NAN AND CHIOU-JEU CHUANG TRUST, DATED JANUARY 28, 2000, with a tax mailing address of 395 Colonial Drive, Beavercreek, OH 45434 ("Chuang"); and DUKE REALTY OHIO, an Indiana general partnership, with offices located at 5600 Blazer Parkway, Suite 100, Dublin, Ohio 43017 (the "Developer").

WITNESSETH:

WHEREAS, the Village desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of Madison County (the "County") that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the Village, by Resolution No. 07-028, adopted by the Council on May 21, 2007 (the "Resolution"), designated the area specified in the Resolution as the West Jefferson Northern Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, in accordance with R.C. Section 3735.66, the Ohio Director of Development has forwarded to the Village the Director's determination, dated June 20, 2007, that the findings contained in the Resolution are valid, and that the CRA qualifies as a community reinvestment area under the CRA Act; and

WHEREAS, Chuang owns, and Developer intends to acquire or cause to be acquired the real property contained within the Village and the CRA, described in Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Developer has submitted to the Village an application for a community reinvestment area agreement (the "Application"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer proposes to establish on the Project Site a commerce center, including but not limited to distribution warehouse buildings together with related site improvements, all as more particularly described in the Application (collectively, the "Project") (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Developer does not anticipate that it will equip or occupy any portion of the Project Site or any Buildings or hire employees at the Project Site; rather, the Developer intends to transfer applicable portions of the Project Site upon which a Building is located or parts thereof to one or more transferees by lease, sale and/or other means of transfer (Chuang, the Developer and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease subsequent to one or more transfers from Chuang to the Developer may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

WHEREAS, the Developer has remitted or shall remit with the Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Department of Development, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the Village, Chuang and the Developer desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Area is located in the Jefferson Local School District (the "School District") and the Central Ohio Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Resolution No. 07-029, adopted on May 21, 2007, has approved the terms of this Agreement and authorized its execution on behalf of the Village; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. **Project**. The cost of the investments to be made in connection with the Project by the Owners is estimated to exceed \$100,000,000.00 for construction of new buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to

contain, cumulatively, more than 5,000,000 square feet of space. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. **Values of Personal Property.** The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is less than \$100,000.00. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer located at the Project Site prior to the execution of this Agreement is \$0.00. The average value for Ohio personal property tax purposes of the inventory of the Developer held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is less than \$10,000.00. The average value for Ohio personal property tax purposes of the inventory of the Developer at the Project Site prior to the execution of this Agreement is \$0.00.

3. **Project Schedule.** The scheduled estimated starting month for the Project investments to made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately April 2008; and the scheduled estimated completion month for such investments is no later than approximately December 2028. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. **Employee Positions.** The Owners estimate that there will be created at the Project Site, cumulatively, approximately 400 full-time equivalent employee positions with an aggregate annual payroll of approximately \$10,000,000.00 upon full build-out of the Project. Hiring of such employees is estimated to commence in approximately January 2009 and to continue incrementally over the succeeding 20 years. Currently, the Owners have 0 employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Developer has no employee positions in Ohio. Chuang has no employee positions in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by Owners other than the Developer.

5. **Provision of Information.** Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

6. **Real Property Tax Exemption.** The Village hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of structures

and remodeling at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2029 (i.e., tax lien date January 1, 2029). No exemption shall extend beyond tax year 2043 (i.e., tax lien date January 1, 2043). Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the Village for the CRA, following the completion of construction of that real property improvement. The Village agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Madison County Auditor.

8. Payment of Non-Exempt Taxes. Each Owner shall pay such real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

9. Cooperation of the Village. The Village shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The Village shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building, zoning or other permits, and (ii) all other activities related to the Project.

10. Revocation of CRA. If for any reason the Village revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, and consequently, the Village terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). The Village agrees that it will not amend or revoke the CRA

designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2029 without the prior written consent of the Owners.

11. Certification as to No Delinquent Taxes. The Developer and Chuang hereby respectively certify for themselves that at the time this Agreement is executed, (i) they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and do not owe delinquent taxes for which they are liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, they currently are paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) they have not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against them. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, or if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the Village may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure; provided, however, the Village may not terminate, suspend or modify the exemptions granted or available under this Agreement without the prior written consent of the affected Owner. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the Village, the Village shall strictly limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the entity primarily responsible for the material failure.

13. Approval by the Village. The Owners and the Village acknowledge that this Agreement must be approved by formal actions of the legislative authority of the Village as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. 07-029 of the Council on May 21, 2007, this Agreement shall be effective immediately upon its execution.

14. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or

Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment; Release from Liability.

A. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the Village, which approval shall not be unreasonably withheld or delayed. The Village hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof from Chuang to the Developer, without any further legal documentation. The Village also hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Developer, which is a transferee by lease, sale and/or other means of transfer of all or any part of a Building or the Project Site (each a "Successor") (such transferred property may be referred to hereinafter as the "Transferred Property") from the Developer; (ii) each person or entity which is a transferee by lease, sale and/or other means of transfer of Transferred Property from a Successor or Subsequent Successor (each a "Subsequent Successor"); and (iii) any entity affiliated with the Developer (including but not limited to subsidiaries, affiliates, joint ventures and/or other arrangements used by Developer to carry out the terms of this Agreement) or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to subsidiaries and/or affiliates) and clause (ii) (including but not limited to subsidiaries and/or affiliates); and/or (iii) successor entities to any such Permitted Transferee as described in the preceding clause (i), clause (ii), and clause (iii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the Village an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C, wherein such Permitted Transferee (i) assumes all obligations of the Developer under this Agreement with respect to the Transferred Property (whether the Permitted Transferee received the Transferred Property directly from the Developer or a Successor or Subsequent Successor), and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the Village of such Assignment and Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Developer and a signatory to this Agreement. The Village agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

B. As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner or lessee. Upon delivery to the Village of the Assignment and Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assignment and Assumption Agreement; provided,

however, that if the Permitted Transferee is controlled by, in control of or under common control with a Prior Owner, then that Prior Owner shall nonetheless remain liable as surety with respect to the obligations of such Permitted Transferee under this Agreement.

17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

18. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

19. Validity. The Owners and the Village covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners and the Village waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners and the Village shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

20. Modifications. If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement, which the Village shall not unreasonably reject or delay.

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the Village, to:
28 East Main Street
West Jefferson, Ohio 43162
Attention: Jack Herrel
Phone: (614) 879-7363

Fax: (614)

With a copy to:

**Culp, Parsons & Murray
8 East Main Street
West Jefferson, Ohio 43162**

**Attention: Ron Parsons
Phone: (614) 879-7606
Fax: (614) 879-7607**

If to Chuang, to:

**395 Colonial Drive
Beavercreek, Ohio 45434
Attention: Fred Chuang
Phone: (937) 656-9102**

If to the Developer, to:

**Duke Realty Ohio
5600 Blazer Parkway, Suite 100
Dublin, OH 43017**

**Attention: Art Makris
Phone: (614) 932-6015
Fax: (614) 932-6290**

With copies to:

**Duke Realty Corporation
Legal Department
600 East 96th Street, Suite 100
Indianapolis, IN 46240**

Attention: Columbus Attorney

And to:

**Vorys, Sater, Seymour and Pease LLP
P.O. Box 1008
52 East Gay Street
Columbus, Ohio 43216-1008
Attention: Scott J. Ziance
Phone: (614) 464-8287
Fax: (614) 719-5053**

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

23. Annual Fee. The Developer shall pay an initial fee equal to \$2,500.00 and the Owners shall not be required to pay any annual fees under R.C. Section 3735.671(D).

24. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between the Developer and the Village pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Developer and the Village in connection with such subject matter.

[Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of July 5, 2007

VILLAGE OF WEST JEFFERSON, MADISON COUNTY, OHIO

By: Thomas C. Phillips

Print Name: Thomas C. Phillips
Title: Mayor

By Resolution No. 07-029 dated May 21, 2007
Verified and Certified:

Jack R. Herrel
Jack Herrel, Clerk

APPROVED AS TO FORM:

Ronald C. Parsons
Ronald C. Parsons, Law Director

**SHUI-NAN CHUANG AND CHIOU-JEU CHUANG,
TRUSTEES OF THE SHUI-NAN AND CHIOU-JEU CHUANG TRUST,
DATED JANUARY 28, 2000**

By: Shui-Nan Chuang

Print Name: Shui-Nan Chuang

Title: Trustee

By: Chiou-Jeu Chuang

Print Name: CHIOU-JEU CHUANG

Title: Trustee

DUKE REALTY OHIO, an Indiana general partnership

By: Duke Realty Limited Partnership,
its Managing Partner

By: Duke Realty Corporation,
Its General Partner

By: [Signature]

Print Name: James T. Clark

Title: Senior Vice President, Columbus Operations

STATE OF ohi,

COUNTY OF Madison, SS:

The foregoing instrument was signed and acknowledged before me this 5th day of July, 2007, by Thomas C. Phillips, the Mayor of the Village of West Jefferson, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

[Signature]
Notary Public - State of Ohio
in ex. dolo

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

The foregoing instrument was signed and acknowledged before me this 2nd day of June, 2007, by Shui-Nan Chuang and Chiou-Jeu Chuang, the Trustees of the Shui-Nan and Chiou-Jeu Chuang Trust, dated January 28, 2000.

[Signature]
Notary Public



CATHERINE L. MIHALIK
Notary Public, State of Ohio
My Commission Expires 05-06-2012

STATE OF OH,

COUNTY OF FRANKLIN, SS:

The foregoing instrument was signed and acknowledged before me this 2nd day of June, 2007, by James T. Clark, the Senior Vice President, Columbus Operations of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, the Managing Partner of Duke Realty Ohio, an Indiana general partnership, on behalf of the partnership.

[Signature]
Notary Public

Note: A copy of this Agreement must be forwarded to the Ohio Department Development by the Village within fifteen (15) days of execution.



CATHERINE L. MIHALIK
Notary Public, State of Ohio
My Commission Expires 05-06-2012

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Jefferson Local School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement.

**BOARD OF EDUCATION OF THE
JEFFERSON LOCAL SCHOOL DISTRICT**


By: 
Print Name: William Mullett
Title: Supt
Date: 7/5/07

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

SITUATE IN THE VILLAGE OF WEST JEFFERSON, COUNTY OF MADISON, STATE OF OHIO, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL 1

BEING A 254.00 ACRE TRACT AND BEING ALL OF TRACT II, FIRST PARCEL CONTAINING 100 ACRES, ALL OF THE SECOND PARCEL CONTAINING 135 ACRES AND A PORTION OF TRACT III, CONTAINING 172.81 ACRES ALL OF RECORD IN DEED BOOK 267, PAGE 511 OF THE RECORDER'S RECORDS, MADISON COUNTY, OHIO, AND FURTHER BEING A PART OF VMS 12143, VMS 9232 AND VMS 7876 IN THE VILLAGE OF WEST JEFFERSON, IN THE COUNTY OF MADISON AND IN THE STATE OF OHIO, SAID 254.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A SPIKE FOUND MARKING THE INTERSECTION OF THE CENTERLINES OF STATE ROUTE 29 AND US ROUTE 40 (THE CENTERLINE OF U.S. ROUTE 40 BEING THE CENTERLINE OF THE WESTBOUND LANES);

THENCE NORTH $67^{\circ} 01' 05''$ WEST 4499.49 FEET, IN THE CENTERLINE OF STATE ROUTE 29, TO A SPIKE FOUND AT AN ANGLE POINT IN SAID CENTERLINE, THE SAME BEING THE NORTHEASTERLY CORNER OF SAID 100 ACRE TRACT AND THE NORTHWESTERLY CORNER OF AN ORIGINAL 297 ACRE TRACT OF RECORD IN DEED BOOK 222, PAGE 55 OF SAID RECORDERS RECORDS AND BEING THE PRINCIPAL PLACE OF BEGINNING OF THE 254.00 ACRE TRACT HEREIN DESCRIBED;

THENCE SOUTH $11^{\circ} 38' 45''$ EAST, 2561.41 FEET, PASSING IRON PINS FOUND AT 36.46 FEET 1249.51 FEET AND 2521.41 FEET, IN THE EASTERLY LINE OF SAID 100 ACRE TRACT AND A WESTERLY LINE OF SAID ORIGINAL 297 ACRE TRACT AND IN THE WESTERLY LINE OF A 102.47 ACRE TRACT OF RECORD IN O.R. 14, PAGE 1049 OF SAID RECORDERS RECORDS, TO A SPIKE FOUND IN THE CENTERLINE OF U.S. ROUTE 40 (THE CENTERLINE OF THE WESTBOUND LANES) AT THE SOUTHWESTERLY CORNER OF SAID 102.47 ACRE TRACT AND THE SOUTHEASTERLY CORNER OF SAID 100 ACRE TRACT;

THENCE SOUTH $78^{\circ} 16' 52''$ WEST 1207.78 FEET, IN THE CENTERLINE OF U.S. ROUTE 40 (THE CENTERLINE OF THE WESTBOUND LANES) TO A SPIKE SET AT AN ANGLE POINT IN SAID CENTERLINE;

THENCE SOUTH $78^{\circ} 14' 58''$ WEST, 1950.49 FEET, IN THE CENTERLINE OF U.S. ROUTE 40 (THE CENTERLINE OF THE WESTBOUND LANES) TO THE SOUTHWESTERLY CORNER OF SAID 135 ACRE TRACT;

THENCE NORTH $07^{\circ} 13' 21''$ WEST, 1870.91 FEET, PASSING AN IRON PIN SET AT 40.13 FEET, IN THE WESTERLY LINE OF SAID 135 ACRE TRACT AND IN THE EASTERLY

LINE OF A 203.69 ACRE TRACT (PARCEL 2, FIRST TRACT) OF RECORD IN DEED BOOK 297, PAGE 257 OF SAID RECORDERS RECORDS, TO AN IRON PIN SET AT THE SOUTHEASTERLY CORNER OF SAID 172.81 ACRE TRACT;

THENCE NORTH 83° 46' 09" WEST, 882.61 FEET IN THE SOUTHERLY LINE OF SAID 172.81 ACRE TRACT AND IN THE NORTHERLY LINE OF SAID 203.69 ACRE TRACT, TO AN IRON PIN SET;

THENCE NORTH 22° 45' 00" EAST, 2532.17 FEET, PASSING AN IRON PIN SET AT 2492.17 FEET, TO THE CENTERLINE OF STATE ROUTE 29;

THENCE SOUTH 67° 15' 00" EAST, 692.20 FEET, IN THE CENTERLINE OF STATE ROUTE 29, TO A POINT;

THENCE SOUTH 22° 45' 00" WEST, 391.82 FEET, PASSING AN IRON PIN SET AT 30.00 FEET, TO N IRON PIN SET;

THENCE SOUTH 67° 15' 00" EAST, 412.77 FEET, TO AN IRON PIN SET;

THENCE NORTH 22° 45' 00" EAST, 391.82 FEET, PASSING AN IRON PIN SET AT 361.82 FEET, TO THE CENTERLINE OF STATE ROUTE 29;

THENCE SOUTH 67° 15' 00" EAST, 1832.10 FEET, IN THE CENTERLINE OF STATE ROUTE 29, TO THE PLACE OF BEGINNING, CONTAINING 254.00 ACRES, MORE OR LESS.

PARCEL 2

BEING A 151.549 ACRE TRACT AND BEING A PORTION OF TRACT III, CONTAINING 172.81 ACRES OF RECORD IN DEED BOOK 267, PAGE 511 OF THE RECORDERS RECORDS, MADISON COUNTY, OHIO AND FURTHER BEING A PART OF VMS 12143, VMS 9232, VMS 6971 AND VMS 6653 IN THE VILLAGE OF WEST JEFFERSON, IN THE COUNTY OF MADISON AND IN THE STATE OF OHIO, SAID 151.549 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A SPIKE FOUND MARKING THE INTERSECTION OF THE CENTERLINES OF STATE ROUTE 29 AND US ROUTE 40 (THE CENTERLINE OF US ROUTE 40 BEING THE CENTERLINE OF THE WEST BOUND LANES);

THENCE NORTH 67° 01' 05" WEST, 4499.49 FEET, IN THE CENTERLINE OF STATE ROUTE 29, TO A SPIKE FOUND AT AN ANGLE POINT IN SAID CENTERLINE;

THENCE NORTH 67° 15' 00" WEST, 2937.07 FEET IN THE CENTERLINE OF STATE ROUTE 29, TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED 151.549 ACRE TRACT;

THENCE SOUTH 22° 45' 00" WEST, 2532.17 FEET, PASSING AN IRON PIN SET AT 40.00 FEET, TO AN IRON PIN SET IN THE SOUTHERLY LINE OF SAID 172.81 ACRE TRACT AND IN THE NORTHERLY LINE OF A 203.69 ACRE TRACT (PARCEL 2, FIRST TRACT) OF RECORD IN DEED BOOK 297, PAGE 257 OF SAID RECORDERS RECORDS;

THENCE NORTH 83° 46' 09" WEST, 2290.34 FEET, IN THE SOUTHERLY LINE OF SAID 172.81 ACRE TRACT AND IN THE NORTHERLY LINE OF SAID 203.69 ACRE TRACT, TO AN IRON PIN SET;

THENCE NORTH 19° 21' 04" EAST, 1772.53 FEET, IN THE WESTERLY LINE OF SAID 172.81 ACRE TRACT AND AN EASTERLY LINE OF A 461.5579 ACRE TRACT OF RECORD IN DEED BOOK 282, PAGE 938, TO AN IRON PIN SET;

THENCE NORTH 17° 54' 14" EAST, 1419.07 FEET, PASSING A 2 INCH IRON PIPE FOUND AT 1389.37 FEET, IN THE WESTERLY LINE OF SAID 172.81 ACRE TRACT AND AN EASTERLY LINE OF SAID 461.5579 ACRE TRACT, TO THE CENTERLINE OF STATE ROUTE 29;

THENCE SOUTH 67° 15' 00" EAST, 2420.78 FEET, IN THE CENTERLINE OF STATE ROUTE 29, TO THE PLACE OF BEGINNING CONTAINING 151.549 ACRES, MORE OR LESS.

THIS DESCRIPTION REPRESENTS THE RESULTS OF A FIELD SURVEY IN OCTOBER, 1995 BY GARY L. ELSWICK, REGISTERED SURVEYOR NO. 6395. IRON PINS SET ARE 5/8"X30" REINFORCING ROD WITH IDENTIFICATION CAP STAMPED "ELSWICK RS 6395". BEARINGS ARE BASED ON THE CENTERLINE OF STATE ROUTE 29 BEING SOUTH 67° 15' 00" EAST AS SHOWN ON THE STATE ROUTE 29 PLANS (S.H. 188, SECTION A).

EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(attached hereto)

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the Village of West Jefferson located in the County of Madison and Duke Realty Ohio and Shui-Nan Chuang and Chiou-Jeu Chuang, Trustees of the Shui-Nan and Chiou-Jeu Chuang Trust, Dated January 28, 2000.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Duke Realty Ohio
Enterprise Name

Art Makris
Contact Person

5600 Blazer Parkway, Suite 100
Dublin, Ohio 43017
Address

(614) 932-6015
Telephone Number

- b. Project site:

Parcel numbers 10-02010.000 and
10-02011.000

Same as above
Contact Person

Address not yet determined, West Jefferson, Ohio
Address Same as above
Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Commerce center including distribution warehouses.

- b. List primary 6 digit North American Industry Classification System (NAICS) # 236220
Business may list other relevant SIC numbers. 531120

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: N/A)

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Partnership

3. Name of principal owner(s) or officers of the business.

General Partners: (1) Duke Realty Corporation and (2) Duke Realty Limited Partnership

4. a. State the enterprise's current employment level at the proposed project site:

-0-

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ___ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

Total employees (as of 4/30/2007) itemized approximately as follows: 0 full-time permanent employees; 0 part-time permanent employees; 0 full-time temporary employees; and 0 part-time temporary employees.

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: The applicant intends to establish a commerce center in the Village of West Jefferson, Madison County, Ohio with the costs of investments to be made in connection with the commerce center estimated as approximately as \$100,000,000. The Applicant estimates that there will be created approximately 400 full-time equivalent employee positions with an aggregate annual payroll of approximately \$10,000,000 in connection with the commerce center.

7. Project will begin approximately April 2008 and be completed approximately December 2028 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

Employer names are not yet known. The estimated itemization of employment positions is as follow:

400 full-time equivalent employee positions

b. State the time frame of this projected hiring: 20 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Commencing approximately January 2009 and continuing incrementally over the succeeding 20 years.

9. a. Estimate the amount of annual payroll such new employees will add \$10,000,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

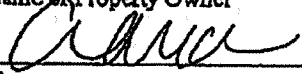
A. Acquisition of Buildings:	\$	\$0
B. Additions/New Construction:	\$	\$100,000,000
C. Improvements to existing buildings:	\$	\$0
D. Machinery & Equipment:	\$	\$0
E. Furniture & Fixtures:	\$	\$0
F. Inventory:	\$	\$0
Total New Project Investment:	\$	\$100,000,000

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
The requested incentives are necessary to compete with other locations throughout the Midwest and Ohio, including several locations in Central Ohio that offer 15 year, 100% CRA exemptions.

Submission of this application expressly authorizes Village of West Jefferson to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Duke Realty Ohio
Name of Property Owner

Signature

5-18-07
Date
Art Makris, Vice President
Typed name, title

Shui-Nan Chuang and Chiou-Jeu Chuang, Trustees
of the Shui-Nan and Chiou-Jeu Chuang Trust,
Dated January 28, 2000

Name of Property Owner
Shui-Nan Chuang
Signature
Chiou-Jeu Chuang

5-18-07
Date

Typed name, title

EXHIBIT C
TO COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assignment and Assumption Agreement]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the Village of West Jefferson (the "Village"), a political subdivision of the State of Ohio, through the Village of West Jefferson Village Council (the "Council"); and _____, a _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between Duke Realty Ohio (the "Developer") and the Village, dated _____ (the "CRA Agreement," a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the Village, by Resolution No. _____, adopted by the Council on _____, _____, designated the area specified in the Resolution as the West Jefferson Northern Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Developer and the Village entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on _____, 20__ (the "Transfer Date") to the interest of the Developer (or a successor to the Developer) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the Village is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 ("Provision of Information"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), and Section 22 ("R.C. Section 9.66 Covenants").

2. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

3. The Village agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

4. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Phone: _____
Fax: _____

With a copy to:

Phone: _____
Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

THE VILLAGE OF WEST JEFFERSON, MADISON COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 2006
Verified and Certified:

APPROVED AS TO FORM:

SUCCESSOR

_____ [name of Successor]

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of CRA Agreement]

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

Parcel 6

TRUSTEE WARRANTY DEED

THIS INDENTURE WITNESSETH, that SHUI-NAN CHUANG and CHIOU-JEU CHUANG as Trustees of the SHUI-NAN & CHIOU-JEU CHUANG TRUST dated January 28, 2000, whose address is 395 Colonial Drive, Beavercreek, Ohio 45434 ("Grantor"), CONVEYS AND WARRANTS to DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, whose address is 4675 Lakehurst Court, Suite 200, Dublin, Ohio 43016 ("Grantee") for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, certain real estate located thereon located in Madison County, Ohio, as more specifically described in the attached Exhibit A (the "Property").

Prior instrument reference: OR 126, Page 524 of the Official Records of Madison County, Ohio.

A portion of Parcel # 10-02010.000

TO HAVE AND TO HOLD said Property to the said Grantee and Grantee's successors and assigns forever. Grantor, for Grantor and Grantor's successors and assigns, covenants with Grantee, and its successors and assigns, that the premises hereby conveyed are free from all encumbrances made or suffered by it except as set forth below, and that Grantor hereby covenants that it shall and will WARRANT AND DEFEND the title to the property described herein for the benefit of Grantee, its successors and assigns, forever, against the lawful claims of all persons whom so ever, subject to matters set forth on Exhibit B attached hereto and real estate taxes not delinquent, .

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are fully empowered to execute and deliver this deed, that Grantor has full capacity to convey the property, and that all necessary action for the making of such conveyance has been taken and done.

[Signatures appear on the next page]

IN WITNESS WHEREOF, Grantor has caused this Trustee Warranty Deed to be executed this 6 day of August, 2012.

SHUI-NAN & CHIOU-JEU CHUANG TRUST,
dated January 28, 2000

By: Chiou-Jeu Chuang
Chiou-Jeu Chuang, Trustee

By: Shui-Nan Chuang
Shui-Nan Chuang, Trustee

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, on this 6th day of August, 2012 by Shui-Nan Chuang and Chiou-Jeu Chuang, by me known to be the trustees of the Shui-Nan & Chiou-Jeu Chuang Trust dated January 28, 2000, who acknowledged the execution of the foregoing Trustee Warranty Deed on behalf of said trust.

Witness my hand and Notarial Seal this 6th day of August, 2012.

Keith A. Rasey
Notary Public

My Commission Expires: February 8, 2013

Keith A Rasey
Printed

My County of Residence: Medina

This instrument was prepared by: Ann C. Dee, Senior Vice President, Duke Realty, 9377 W. Higgins Road, Suite 600, Rosemont, IL 60018 PH: (847)232-5408.

After recording return to: Ann C. Dee, Senior Vice President and Deputy General Counsel
Duke Realty
9377 W. Higgins Road, Suite 600
Rosemont, IL 60018

Send tax bills to: Real Estate Tax Advisors
P.O. Box 40509
Indianapolis, IN 46240

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KEITH A. RASEY
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES

February 8, 2013

DESCRIPTION OF 33.570 ACRES OF LAND
SOUTH OF STATE ROUTE 29
NORTHWEST OF U.S. ROUTE 40
VILLAGE OF WEST JEFFERSON, OHIO

Situated in the State of Ohio, County of Madison, Township of Jefferson, Village of West Jefferson, Virginia Military District Survey No. 12143 and 7876, being a 33.570 acre tract of land all out of that original 254.00 acre tract as described in a deed to Shiu-Nan Chuang and Chiou-Jeu Chuang, Trustees of the Shui-Nan and Chiou-Jeu Chuang Trust, Dated January 28, 2000, filed July 25, 2001, of record in Official Record 126, Page 524, (all references to records are on file in the Recorder's Office, Madison County, Ohio), said 33.570 acre tract being more particularly described as follows:

BEGINNING at an iron pin set at a southwesterly corner of Lot 3, as delineated on the plat of "Park 70 at West Jefferson Phase I and Dedication of Enterprise Parkway", of record in Plat Record B335 through B343, in a westerly line of said original 254.00 acre tract;

Thence North $78^{\circ}14'41''$ East, along a southerly line of said Lot 3, the southerly terminus of Enterprise Parkway and the southerly line of lot 2 as shown on said plat "Park 70 at West Jefferson Phase I", into said original 254.00 acre tract, a distance of 1693.93 feet to an iron pin set at a point of curvature;

Thence continuing through said original 254.00 acre tract, along the arc of a non-tangent curve to the right, having a radius of 530.00 feet, a central angle of $52^{\circ}12'28''$, an arc distance of 482.94 feet to an iron pin set at a point of tangency, said arc being subtended by a chord bearing South $37^{\circ}50'24''$ East, a chord distance of 466.40 feet;

Thence South $11^{\circ}44'09''$ East, continuing through said original 254.00 acre tract, a distance of 352.37 feet to an iron pin set;

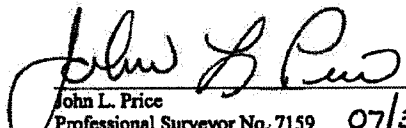
Thence South $78^{\circ}14'34''$ West, continuing through said original 254.00 acre tract, a distance of 1960.08 feet to an iron pin set in a westerly line of said 254.00 acre tract, in the easterly line of that original 203.69 acre tract as described in Parcel Number Two, First Tract, in a deed to Ralph Parsons Farm Partnership, filed January 25, 1994 of record in Deed Volume 297, Page 257;

Thence North $07^{\circ}13'09''$ West, along the easterly line of said original 203.69 acre tract, along a westerly line of said original 254.00 acre tract, a distance of 773.76 feet to the True Place of Beginning and containing an area of 33.570 acres of land located in Tax Parcel No. 10-02010.000.

Basis of Bearings: A bearing of North $78^{\circ}14'41''$ East was used along the southerly line of said Lot 3, as delineated on the plat "Park 70 At West Jefferson Phase I and Dedication of Enterprise Parkway", of record in Plat Record B335 through B343 of record in the Recorder's Office, Madison County, Ohio.

The foregoing description has been prepared by BRH Group, Inc., from an actual field survey of the premises in July 2012. Iron pins referenced as being set are 5/8" rebar, 30" long with a plastic cap stamped "BRH GROUP".

BRH Group, Inc.


John L. Price
Professional Surveyor No. 7159 07/31/2012
Project No. 40179

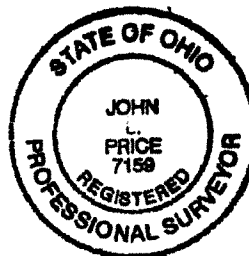


EXHIBIT B

1. Taxes for calendar year 2012 are a lien not yet due and payable.
2. Record of Ordinances, passed March 3, 1997, Ordinance no. 97022, recorded in O.R. 50, Page 256 of Madison County Records.