

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE
October 5, 2010

LEASE NO.
GS-05B-17725

THIS LEASE, made and entered into this date by and between: **NorthPark Building Two, LLC**

whose address is **441 6th Street
Columbus, IN 47201-6223**

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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

A total of approximately 4,045 rentable square feet (RSF), consisting of a minimum of 3,780 ANSI/BOMA Office Area square feet (USF) of space located in Suite 10 of NorthPark Building Two, 2425 North Park, Columbus, Indiana 47203-2299, as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, seven (7) years firm, beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete which is estimated to be May 1, 2011. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion, acceptance, and occupancy of the space by the Government.

3. The Government shall pay the Lessor annual rent, in arrears, as follows: Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated.

Rent Period	Scheduled Annual Rent	Scheduled Monthly Rent
Years 1-3	\$110,509.40	\$9,209.12
Years 4-7	\$116,576.89	\$9,714.74
Years 8-10	\$98,293.50	\$8,191.13

Rent checks shall be made payable to:

**NorthPark Building Two, LLC
441 6th Street
Columbus, IN 47201-6223**

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

LESSOR

SIGNATURE

George Dutro, MANAGING PARTNER

NAME OF SIGNER

Mr. George Dutro

ADDRESS

441 6th ST. Columbus IN 47201

IN THE PRESENCE OF (SIGNATURE)

Steven L. Charlton

NAME OF SIGNER

STEVEN L. CHARLTON

UNITED STATES OF AMERICA

SIGNATURE

Malinda Pennington

NAME OF SIGNER

Malinda Pennington

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part effective at 12:00 am on the first (1st) day of the eighth (8th) year of the lease term or any date thereafter by giving at least 90 days' notice in writing to the Lessor. For example, if lease commences on 8/1/10, then the Government may terminate the lease as early as 8/1/17. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- All services, utilities, maintenance of the building, and parking lot. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in this lease.
6. The following are attached and made a part hereof:
- A. U.S. Standard Form 2 consisting of 1 page;
 - B. Solicitation for Offers GS-05B-17725-A, consisting of 56 pages;
 - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), consisting 33 pages;
 - D. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07), consisting of 4 pages;
 - E. Site plan of North Park-Site 6, consisting of 1 page;
 - F. Form B, Document Security Form, consisting of 2 pages;
 - F. Exhibit A – Floor plan and Drawings
 - G. U.S. Government SF-2 Attachment A (Paragraphs 4-39) – 4 pages
 - H. GSA Form 3516 entitled SOLICITATION PROVISIONS – (6 pages)
 - I. GSA Form 1364A – (2 pages)
 - J. GSA Form 1364 – Attachment # – (Rate Structure Worksheet) – (2 pages)
 - K. Certificate of Seismic Compliance Existing Building – (1 page)
7. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's final proposal revision dated August 3, 2010, submitted by the Lessor under Solicitation for Offers GS-05B-17725-A. This lease reflects the terms and conditions of the accepted final proposal revision.
8. The effective date of Lease #GS-05B-17725, estimated to be May 1, 2011, is the proposed lease commencement date. If the actual date of substantial completion and the acceptance of the space is different from this date, then the actual date of the lease will be established by Supplemental Lease Agreement (SLA). The lease will then be in effect for seven (7) years firm term. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement.
9. The Lessor shall not construct, change, alter, remove or add to the leased premises without prior notification and approval from the General Services Administration (Leasing Contracting Officer).
10. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
- A. Evidence of the transfer of title
 - B. A letter from successor – Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - C. A letter from prior Lessor (transferor) waiving all right against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - D. The IRS tax identification number for the new owner
- Where leased premises are transferred by death of Lessor, a copy of the letters of Administration where there is no will, showing the Lessor (s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner (s) upon final settlement of the estate.
11. In accordance with the lease paragraph entitled, Tenant Improvement Rental Adjustment, the Lessor agrees to provide up to \$124,664.00 (\$32.98 per u.s.f. x 3,780 u.s.f.) toward the cost of Tenant Improvements. The total annual costs of the Tenant Improvements is amortized \$23,316.48 per annum (The costs of the Tenant Improvements are amortized at 8% over 84 months which equates to \$5.76 per r.s.f. (\$6.16 u.s.f.).

The amortized cost of these improvements is included in the stated rent in Paragraph 3 above.

Fees applicable to Tenant Improvements shall not exceed:

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- General Conditions [REDACTED] of subcontractors cost
- General Contractor [REDACTED] of subcontractors cost
- Architectural/Engineering of a flat fee of [REDACTED]
- Lessor Project Management Fees [REDACTED] of subcontractors cost plus [REDACTED]

12. In accordance with SFO paragraph 4.1, Measurement of Space, the **common area factor** is established as **1.071058 (4,050 RSF / 3,780 USF)**.
13. In accordance with SFO paragraph 4.2, Tax Adjustment, the **percentage of Government occupancy** is established as **42.16% (4,050 RSF / 9,594 total square footage of building)**.
14. In accordance with SFO paragraph 4.2.B.7, Tax Adjustment (AUG 2008), the **Real Estate Tax Base is established as \$6,838.75 per annum (\$1.69 per RSF / \$1.81 per USF)**.
15. Rent includes **Building Specific Security Costs of \$5,700.00** to be amortized over the firm term of the lease (84 months) at the rate of 8.00% (**\$0.28 per RSF / \$0.26 per USF**)
16. In accordance with the lease paragraph entitled, **Operating Costs, the base is established as \$25,478.00 per annum (\$6.30 per RSF / \$6.74 per USF)** based on the Government's occupied space 4,405 RSF in the Suite 10. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease.
17. In accordance with the SFO paragraph 4.4, **Adjustment for Vacant Premises**, the adjustment is established as **\$4.20 per RSF for vacant space**.
18. In accordance with the SFO paragraph 4.6, **Overtime HVAC Usage**, the rate for overtime usage is established as **\$17.00 per hour**.
19. In accordance with SFO paragraph 5.13, Floor Plans After Occupancy, the Lessor shall provide 1 copy of CAD as building drawings on CD-ROM to the contracting officer within 30 calendar days of completion and construction.
20. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the Leased space after termination of the Lease contract and will become property of the Lessor.
21. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor" wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for Lease" appear in this Lease, they shall be deemed to mean "Leased premises."
22. In accordance the SFO, cleaning must be performed between the hours of 8:00 a.m. and 3:30 p.m. during the time which the agency is open for business and an authorized IRS agent (employee) is present.
23. The Lessor shall not enter into negotiations concerning the space Leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
24. Within 5 days of Lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order to immediately remedy any cleaning, maintenance, janitorial, etc.
25. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this Lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
26. The Leasing Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his or her official capacity only, and not as an individual.

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27. The total net usable square foot area referred to in Paragraph 1 of this lease is subject to adjustment but may not exceed the maximum limitation, nor the minimum usable square foot requirement defined in the Solicitation for Offers. Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$16.05 per usable square foot per annum. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Should the leased space not offer the minimum usable square footage required, this lease may be declared null and void by the Government, with no further obligation on the part of either party.
28. North Park Building Two, 2425 North Park, Columbus, IN is owned by North Park Building Two, LLC, with George Dutro, Managing Partner, having signatory authority.
29. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232 -76, General Clauses, Form 3517B. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
30. The Lessor is a small business, not a woman-owned business or a veteran-owned business concern. The Tax Identification Number is [REDACTED]. Its DUNS number is 829-689-384.
31. The Parcel Identification Number (PIN) for the building located at 2425 North Park, Columbus, Indiana is 03-96-07-440-000.706-005
32. The Lessor shall complete the Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government
33. Novation and Change of Name (AUG 2008)
- A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
 - B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205
 - C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
 - D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
 - E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
 - F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
 - G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
 - H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
 - I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.

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J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

35. All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and the Government prior to the execution of this lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
36. The Lessor shall not construct, change, alter, remove, or add to the leased premises without prior notification and approval from the General Services Administration (GSA). All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of the lease or authorized in writing by the GSA Contracting Officer.
37. The Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his or her official capacity only not as an individual.
38. Lessor shall perform alterations to the space according to approved layout drawings. The Lessor will complete alterations within 100 working days after receiving the Notice to Proceed from the Government. (Please refer to Form B, document Security Form, for procedures that must be followed in reference to Government drawings). Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and the Government has inspected and accepted the space and it is free of safety hazards.
39. The Lessor and Government Broker Representative have agreed to a cooperating lease commission of of the scheduled total annual rent per year for the initial term of the lease, or . The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is . The Commission paid to the Broker is . The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$9,209.12	\$5,056.25	<u> </u>	<u> </u>	<u> </u>
Month 2	\$9,209.12	\$5,056.25	<u> </u>	\$0.00	<u> </u>

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