

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE NO.  
GS-05B-18319

THIS LEASE, made and entered into this date by and between Hertz Indianapolis One LLC

whose address is 1522 2<sup>nd</sup> Street  
Santa Monica, California 90401

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

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

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

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

- A. A total of 10,826 rentable square feet (RSF) consisting of 9,497 ANSI/BOMA Office Area square feet (USF) of space located on the eighth (8<sup>th</sup>) floor of Market Square Center, 151 N. Delaware Street, Indianapolis, Indiana 46204-2508 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
- B. Twenty (20) on-site reserved structured and secured parking spaces are included in the rent.
- C. In accordance with the SFO paragraph 4.1.C. entitled Common Area Factor, the common area factor is established as 1.1399%.
- D. In accordance with the SFO, the percentage of Government occupancy is established as 2.58%.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning upon the substantial completion of the space and acceptance by the Government as satisfactorily complete. 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 and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent of \$397,205.94 at the rate of \$33,100.50 per month in arrears for Years 1-5. The Government shall pay the Lessor annual rent of \$301,828.88 at the rate of \$25,152.41 per month in arrears for Years 6-10. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

Hertz Indianapolis One LLC  
1522 2<sup>nd</sup> Street  
Santa Monica, California 90401

4. The Government may terminate this lease at any time after the firm term by giving at least one hundred eighty (180) days' notice to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

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

A. All services, utilities, maintenance and other operations as set forth elsewhere in this lease.

B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18319 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.

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

U.S. Government Lease For Real Property, Standard Form 2 – 2 pages  
Attachment A (Paragraphs 9 – 30) – 3 Pages  
Solicitation for Offers (SFO No. GS-05B-18319 dated September 1, 2009) — 54 Pages  
Special Requirements – 4 Pages  
SFO Amendment No. 1 – 1 Page  
SFO Amendment No. 2 – 1 Page  
Lessor's List of Exceptions dated September 17, 2009 (5 Pages)  
Form 3517B, General Clauses (Rev 11/05) — 33 Pages  
Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages  
Exhibit A, Floor Plan — 1 Page

8. The following changes were made in this lease prior to execution:

Paragraph 5 was deleted in its entirety without substitution.

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

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LESSOR HERTZ INDIANAPOLIS ONE LLC

BY



VP

(Signature)

(Signature)

IN PRESENCE OF:

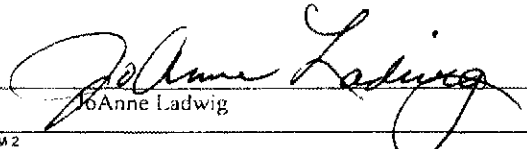


(Signature of Witness)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY



Anne Ladwig

Contracting Officer

(Official title)