

DATE OF LEASE

January 6, 2010

LEASE NO  
GS-05B-18394

THIS LEASE, made and entered into this date by and between North Penn Associates, LLC

whose address is 44 South Broadway, 10th Floor  
White Plains, NY 10601

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:

74,762 rentable square feet of office space located on floors nineteen (19) through twenty-two (22) of M&I Plaza, located at 135 N Pennsylvania Street in Indianapolis, Indiana 46204-2400, yielding 65,011 usable square feet. One hundred and eighty-five (185) parking spaces, twenty (20) of which shall be onsite, are also included as part of the rental consideration.

Said premises to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about July 1, 2010 through June 30, 2020, subject to any renewal or termination rights as may be hereinafter set forth.

Occupancy of the premises will take place in two phases. Phase One (20,385 rentable square feet / 17,726 ANSI/BOMA Office Area (ABOA) square feet) will be occupied no later than July 1, 2010 and Phase Two (54,377 rentable square feet / 47,285 ANSI/BOMA Office Area (ABOA) square feet) will be occupied no earlier than November 1, 2010 and no later than January 1, 2011.

3. The Government shall pay the Lessor rent as follows:

PHASE	TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Phase I*	Months 1 - 60	\$581,412.80	\$48,451.07	\$28.52	\$32.80
Phase II**	Months 7 - 60	\$1,588,776.00	\$132,398.00	\$29.22	\$33.60
Phase I & II	Months 7 - 60	\$2,170,188.80	\$180,849.07	\$29.03	\$33.38
Phase I & II***	Years 6 - 10	\$1,943,812.00	\$161,984.33	\$26.00	\$29.90

\*Beginning on the first day of the lease and ending on the earlier of: (i) commencement of Phase Two occupancy; (ii) the first day of month 7 of the lease, all rent in excess of the Commission Credit referenced in Section 2.3 of SFO GS-05B-18394 shall be abated.

\*\*Beginning on the first day of Phase Two occupancy, 50% of the total monthly rent due on the entire premises shall be abated for three (3) months. This equates to a rent credit of [REDACTED] for a period of three (3) months.

\*\*\*In months 72, 84, 96, 108 and 120 of the lease term, Lessor will provide the Government with a rent credit in the amount of [REDACTED] per month.

CPI and tax escalations continue throughout the term of the lease.

Rent for a partial month shall be prorated. Rent checks shall be made payable to:

North Penn Associates, LLC  
44 South Broadway, 10th Floor  
White Plains, NY 10601

4. The term of this lease shall be for ten (10) years, five (5) years firm with one hundred and twenty (120) days written notice to cancel in whole or in part anytime after the fifth (5<sup>th</sup>) lease year (June 30, 2015). 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 [REDACTED] 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, parking, 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-18394 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) – 4 Pages  
Solicitation for Offers (SFO No. GS-05B-18394 dated December 29, 2009) — 53 Pages  
Form 3517B, General Clauses (Rev 06/08) — 33 Pages  
Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages  
Exhibit A, Floor Plan — 4 Pages  
Exhibit B, Parking 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 NORTH PENN ASSOCIATES, LLC

BY *David B. Tunny* as agent  
(Signature)

(Signature)

IN PRESENCE OF:

*[Signature]*  
(Signature of Witness)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY *Christine M. Becker*  
CHRISTINE BECKER – CONTRACTING OFFICER