

2STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/30/11

LEASE NO.

GS-05B-18550

THIS LEASE, made and entered into this date by and between WEST OHIO II, LLC

Whose address is WEST OHIO II, LLC
101 W OHIO ST. SUITE 2000
INDIANAPOLIS, IN 46204-1970

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 4,521 rentable square feet (RSF) of office and related space, which yields 3,873 ANSI/BOMA Office Area square feet (USF) of space on the thirteenth floor at 101 West Ohio Street, Indianapolis, Indiana 46204-1906 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are four (4) reserved on site covered and secured parking spaces for exclusive use of Government employees.

See attached block floor plan labeled "Exhibit A"
See attached parking garage map labeled "Exhibit B"

2. TO HAVE AND TO HOLD the said premises with their appurtenances for ten (10) years with the term beginning on October 7, 2011 and continuing through October 6, 2021, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$97,608.39 (\$21.59/RSF which equates to approximately \$25.20/USF) at the rate of \$8,134.03 per month in arrears for years 1-5 and \$81,378.00 (\$18.00/RSF which equates to approximately \$21.01/USF) at the rate of \$6,781.50 per month in arrears for years 6-10.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

WEST OHIO II, LLC
101 W OHIO ST. SUITE 2000
INDIANAPOLIS, IN 46204-1970

4. The Government may terminate this lease in whole or in part at any time on or after October 7, 2016 by giving at least ninety (90) days notice in writing 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~~

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance, space improvements, and special requirements as specified in the attached Solicitation For Offers (SFO) Number GS-05B-18550 dated October 1, 2010, as amended, and other documents attached to this lease as described in paragraph 7 below. THIS IS A FULLY SERVICED LEASE.
 - B. Build out in accordance with standards set forth in SFO GS-05B-18550 dated October 1, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
- (A) Attachment A to SF-2 (Paragraphs 9-30) – 4 Pages
 - (B) SFO Number GS-05B-18550 and Special Requirements – 58 Pages
 - (C) Form 3517B, General Clauses – 34 Pages
 - (D) Form 3518, Representations and Certifications – 7 Pages
 - (E) Exhibit A, Block Floor Plan – 1 Pages
 - (F) Exhibit B, Parking Garage Map – 1 Pages
8. The following changes were made in this lease prior to its execution:
- (1) Paragraph 5 of Standard Form 2 has been deleted in its entirety.
 - (2) Per SFO Amendment No. 1 paragraph 1.2D has been deleted in its entirety
 - (3) Original SFO paragraphs 3.7 on pages 15-16 and 8.3 on page 37 were deleted in their entirety and replaced by SFO Amendment Number 2.
 - (4) Original SFO paragraph 11.1 on page 50 and special requirements attached to SFO were deleted in their entirety and replaced by SFO Amendment Number 3.

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

LESSOR: **WEST OHIO II, LLC**

By: *West Ohio II Manager Inc., its Managing Member*

STEPHEN J. GLEASON

BY

(Signature)

(Signature)

IN PRESENCE OF:

Melissa Frost

(Signature)

*210 W. Rittenhouse Square
Suite 1900
Philadelphia, PA 19103*

(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY

John A. Berke

(Signature)

Lease Contracting Officer

(Official title)

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**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
ATTACHMENT A
LEASE #GS-05B-18550**

9. The date of this lease is the date this contract was formed. This lease reflects the terms and conditions of the accepted Final Proposal dated April 19, 2011.
10. The lease commencement date of October 7, 2011 in Paragraph 2 of the SF-2 is the estimated effective date. If the actual date of beneficial occupancy is different from October 7, 2011, then the actual effective date shall be established by Supplemental Lease Agreement. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date, subject to termination rights as set forth in paragraph 4 of the SF-2. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
11. The Lessor shall have the space ready for occupancy no later than October 7, 2011, based on sixty (60) days for build out.
12. The lease is subject to real estate tax adjustments. \$3.23/RSF (approximately \$3.77/USF) or \$14,602.83 annual is included in the rental rate for taxes. The actual tax rate shall be established at a later date per paragraph 4.2 of the SFO. For the purpose of computing real estate tax adjustments in accordance with the SFO, paragraph 4.2, it is agreed that the Government occupies 1.73% of the building of which the Government will pay its share of taxes when they exceed the base year. 1.73% is based on the Government occupying 4,521 RSF of space in a building of 261,359 RSF ($4,521 / 261,359 = 1.73\%$). The Property Tax Identification Number is 49-11-02-251-132.000-101.
13. The lease is subject to operating cost escalations in accordance with SFO, Paragraph 4.3 entitled Operating Costs. The first year's base cost is hereby established as \$6.24/RSF (\$28,211.04 per annum) for 4,521 RSF of office space. This equates to a usable square footage cost of approximately \$7.29/USF.
14. The Common Area Factor, as referenced in Paragraph 4.1 of the SFO, is established as 1.1673.
15. In accordance with Paragraph 4.4 of the SFO entitled Adjustment for Vacant Premises, the adjustment is established as \$1.75/USF for vacant space (not occupied by the Government).
16. In accordance with Paragraph 4.6 of the SFO entitled Overtime Usage, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 5:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"). The rate for overtime usage is established as \$60.00 per hour.
17. Lessor shall provide janitorial service within Tenant's space during normal office hours, 9:30 a.m. to 3:30 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays. A mutual time will be agreed by lessor and tenant.
18. The Lessor is a Limited Liability Company and a small business, the Tax Identification Number is [REDACTED]
19. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518, Representations and Certifications. The Lessor's DUNS number is 141047055.

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20. In accordance with the SFO paragraph 3.2 entitled "*Tenant Improvements Included in Offer*," the Lessor agrees to provide up to \$154,803.81 before amortization (3,873 USF x \$39.97 USF rate = \$154,803.81) or \$6.85 per rentable square foot (approximately \$7.99 per usable square foot) toward the cost of the improvements at an amortization rate of 0% over the five (5) year firm term. Pursuant to Paragraph 3.3 of the SFO entitled "*Tenant Improvement Rental Adjustment*," in the event the final Tenant Improvement cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of a reduction in rent using a 0% amortization rate over the firm term of sixty (60) months in equal payments. In the event the Tenant Improvement Cost is greater than the amount provided above, the Government will pay lump sum for any part of the Tenant Improvement cost.
21. The total ANSI/BOMA office area square feet referred to in Paragraph 1 of the SF-2 is subject to adjustment, but may not exceed the maximum limitation defined in the Solicitation for Offers. Should there be any adjustments in the square footage delivered that has been determined through mutual field measurement, the per annum rental amount shall be adjusted. The lease will be amended by Supplemental Lease Agreement after actual measurements to establish the correct square footage and rental in compliance with the terms of the lease.
22. The Contracting Officer represents the General Services Administration as an agent with the 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.
23. It is agreed by the parties hereto that all the 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 Government are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
24. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

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27. The building uses keycards for afterhour's access. The Lessor will provide the tenant agency sufficient number of keycards for all employees to access the building. These are provided at no charge to the Government or tenant. Should the local tenant agency personnel lose an access keycard, the tenant agency must pay the Lessor a \$10.00 fee for each replacement keycard issued. All keycards must be returned by the tenant agency to the GSA Field Office upon vacating the space at the end of the lease for GSA to return such keycards to the Building Property Manager.
28. The Government shall have the right to install a rooftop antenna on the building with the Lessor's approval after a fee is been negotiated by GSA for the installation and removal of a rooftop antenna. A fee shall be negotiated at the time of installation and the rent shall be adjusted accordingly.
29. The restrooms on the 13th floor will be adapted to meet handicap accessibility by the occupancy date of this tenant.
30. The building earned the **Energy Star** label on November 5, 2010 with an Energy Performance Rating of 78.

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