

This Lease is made and entered into between

Scott Street Land Company, Ltd

(Lessor), whose principal place of business is, 809 Wright's Summit Parkway, Suite 150, Covington, Kentucky 41011-2773 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

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

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

333 Scott Street and 300 Madison Avenue, Covington, Kentucky 41011-1538

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on August 1, 2014 as required by this Lease, and continuing for a period of

10 Years, 10 Years Firm.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FO [Redacted Signature]

Name: [Redacted]
Title: AUTHORIZED REP

Date: 2/5/14

[Redacted Signature]

Name: Shontise C. Mangham
Title: Lease Contracting Officer
GSA, PBS, Leasing Division (4PR1C)

Date: 2/19/14

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: LAURA SMITH

Title: Bookkeeper

Date: 2/5/14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

The leased Premises is housed under two adjoining buildings known as Gateway Center with the address of 333 Scott Street, Covington, KY and Gateway Center West with the address of 300 Madison Avenue, Covington, KY. Gateway Center consists of 295,857 RSF and Gateway Center West consists of 143,990 RSF. This leasing action will replace multiple leases with one lease for the entirety of the space; however, certain provisions in this lease pertaining to tenant or shell improvements or otherwise may only be applicable to one of the two buildings. Collectively, the two buildings are referred to in singular as "Building".

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

Notwithstanding anything to the contrary in the Lease (including this Section 1.01), other than those specific items detailed in Section 1.17, Building Improvements herein, the Government hereby accepts the entire Building, Building Shell, Tenant Improvements and Premises, including, without limitation, all requirements in the Lease, all Agency Specific Requirements, all security and access components, the Security Level determination, procedures, equipment, conditions and specifications, in their "as existing" condition, and Lessor shall have no obligation to provide, modify or upgrade the same in connection with the Lease at any time during the Lease Term, except at the Government's sole cost and expense. Furthermore, the Lessor shall not be obligated to provide any tenant improvement or other allowance (including a Building Specific Amortized Cost allowance) in connection with the Lease. Notwithstanding the Government's "as-existing" acceptance of the Space, during the term of the Lease, the Lessor shall, at its sole expense, maintain and repair (or upgrade or replace, if necessary) such items or conditions that relate to the Building Shell, including but not limited to all existing building systems, so that they are in good repair and tenantable condition and as otherwise required by the Lease.

Notwithstanding the foregoing, all security and access components, procedures, equipment, specifications, and conditions, are accepted in their "as existing" condition and Lessor shall have no obligation to provide, modify or upgrade the same in connection with the Lease at any time during the Lease Term, except at the Government's sole cost and expense. However, Lessor shall be responsible for the on-going maintenance and repair (and upgrading, if necessary) of all such equipment and systems, including but not limited to security and access components. The Government shall have the right to continue to provide entry security and occupant/visitor screening in the same configuration as exists currently. During the term of the Lease, the Government's right to install new security devices and implement additional security measures and equipment is subject to the following conditions: (a) the Government shall pay for all such security measures and equipment and Lessor shall have no obligation for the same, (b) the Government shall be financially responsible for the maintenance, repair and testing of the same.

The Premises are described as follows:

A. Office and Related Space: 413,446 rentable square feet (RSF), yielding 361,308 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.14 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 879 parking spaces, for the exclusive use of the Government during normal hours of operation as defined in the Lease, of which 879 shall be structured/inside parking spaces and N/A shall be surface/outside parking spaces.

B. During the Lease term on Sundays from 7:00 am to 2:00 pm, the parking garage at the Gateway Center West building shall be available for use by Trinity Episcopal Church approved and designated individuals. Upon Lease commencement, and at any such time as the list may change, the Lessor shall request from the Church an access list of designated individuals and, upon receipt thereof, provide such list to their primary contact within Real Estate and Facilities Management (REFM). During these Sunday hours, the security contractor employed by the Cincinnati campus (which may change from time to time) will ensure access to the Gateway Center West parking garage. This security service shall be directly funded by the Lessor, in an arrangement directly between the Lessor and the then-current campus security contractor.

C. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

D. The Government's right to affix security, communications equipment, and antennae or similar equipment to the roof, parapet or Building envelope shall be subject to code compliance, maximum load capacity, standard rental rates, and Lessor's consent (not to be unreasonably withheld,

conditioned, or delayed). Installation and use of such equipment shall be at the Government's sole cost and expense and subject to receipt of all required governmental approvals and shall not interfere with the Building's systems or structures.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

AUGUST 1, 2014 – JULY 31, 2024 YEARS 1 - 10		
	ANNUAL RENT	ANNUAL RATE/PRSF
SHELL RENT ¹	\$6,110,731.88	\$14.78
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00
OPERATING COSTS ³	\$2,881,718.62	\$6.97
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$8,992,450.50	\$21.75

¹Shell rent (Firm Term) calculation: \$14.78 per RSF multiplied by 413,446 RSF

²Operating Costs rent calculation: \$6.97 per RSF multiplied by 413,446 RSF

B. **THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED**

C. **THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED**

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E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

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1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA FORM 3517B GENERAL CLAUSES	46	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	B
FLOOR AND PARKING PLAN(S)	11	C
FIRE AND LIFE SAFETY FINDINGS AND RECOMMENDATIONS	2	D

1.08 **THIS PARAGRAPH WAS INTENTIONALLY DELETED**

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1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **93.9977 %** (percent). The Percentage of Occupancy is derived by dividing the total Government Space of **413,446 RSF** by the total Building space of **439,847 RSF**.

1.12 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$517,592.66**.

Notwithstanding anything to the contrary in the Lease, the Government's Real Estate Tax Base shall be **\$517,592.66** (\$1.18 per RSF) of which the Government shall be responsible for **\$486,525.20** (93.997%). Regardless of which party initiates a successful tax appeal, any reduction or credit due to the Government will be net of the Government's share of Lessor's reasonable and actual costs of the appeal, and the Government shall have no approval rights over Lessor's counsel.

1.13 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$6.97** per RSF (**\$2,881,718.62/annum**).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

The Adjustment for Vacant Premises will only apply where the Government vacates half a floor or more of contiguous office space. The Adjustment for Vacant Premises shall be **\$1.52** per RSF for a half floor or more, and shall only apply to the portions of the Premises that are fully vacated.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$100.00** per hour for the entire Space.

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, other than those areas specifically identified below, such services shall be provided by the Lessor at an additional annual rate of **\$2.50** per RSF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide (at no additional cost to the Government) 24/7 HVAC for all IDF rooms (2 on each floor in Gateway Center, 1 on each floor in Gateway Center West, and on the dock), the MDF rooms (Room 310 on the 3rd floor of Gateway Center) and CI's Grand Jury room (Room 313 on the 3rd floor of Gateway Center).

1.17 BUILDING IMPROVEMENTS (SEP 2012)

Notwithstanding the as-existing acceptance of the Premises, the Lessor, at the Lessor's sole cost and expense, shall complete the following Building Improvements within 180 day of Lease Award:

- Repair and maintain all clocks and master clock system.
- Fix the current interior cameras which are inoperable.
- Bring buildings into compliance with ABAAS (per Lease Section 3.17, Accessibility).
- Complete schedule of Fire and Life Safety improvements in accordance with GSA Form 12000 Findings and Recommendations (per Exhibit F to Lease).
- Complete schedule of energy conservation measures in accordance with Lease Section 3.13, Energy Independence and Security Act.

In addition, the Lessor shall complete the following Building Improvements per a schedule to be mutually agreed upon post-Award:

- Re-paint all currently painted surfaces in only the Gateway Center West building's Space.
- Install new carpet, such having a 10-year warranty, on all existing carpeted surfaces within the entire Space.

The schedule for completing items (f) and (g) above shall be premised upon the following approximate durations with a start date of which will be dependent on the Government tenant's input and preference:

Painting (Gateway Center West only):

- Submit Finish Sample Boards (minimum of 3) to GSA for 10 day review period
- Notice to proceed from GSA
- Mobilize: 4 weeks

- o Develop work schedule coordinated between Lessor, GSA and Tenant Agency
- o Pricing Proposals
- o Secure work contract
- **Painting: 4 months**
 - o Work to be completed after normal working hours, defined as 1:00 A.M. to 6:00 A.M. on weekdays or on weekends and holidays

Re-carpeting:

- Submit Finish Sample Board (minimum of 3) to GSA for 10 day review period
- Notice to proceed from GSA
- Mobilize: 6 weeks
 - o Develop work schedule coordinated between Lessor, GSA and Tenant Agency
 - o Pricing Proposals
 - o Secure work contract
- Re-carpeting: 10 months
 - o Work to be completed after first shift (5:00 p.m.) or on weekends and holidays
 - o Lessor reserves the right to store one trash dumpster in loading dock for duration of the project

Any delays to the final, mutually agreed upon schedule caused by a Government change or caused delay, shall extend the schedule day for day."

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as "the Building(s)."
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.