

DATE OF LEASE

January 14, 2010

LEASE NO
GS-05B-18104

THIS LEASE, made and entered into this date by and between URS Tower, LLC

whose address is 127 West 25th Street
New York, New York 10001-7207

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:

11,599 rentable square feet of office space located on a portion of the 19th floor of the URS Tower located at 36 East Seventh Street in Cincinnati, Ohio 45202-4463, yielding 10,086 usable square feet.

Thirty-One (31) on-site, structured and reserved parking spaces are included at no additional cost to the Government.

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 April 1, 2010 through March 31, 2020, subject to any renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor rent as follows:

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Years 1 - 5	\$297,537.00 *	\$24,794.75	\$26.65	\$29.50
Years 6 - 10	The annual rental will increase by \$12,156.30			

* The rental rates above include the cost for thirty-one (31) parking spaces. The annual cost per space is \$2,040.00. The annual cost for thirty-one (31) parking spaces is \$63,240.00.

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

URS Tower, LLC
127 West 25th Street
New York, New York 10001-7207

4. The term of this lease shall be for ten (10) years, five (5) years firm with sixty (60) days written cancellation notice anytime on or after March 31, 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 _____ 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-18104 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.

JMD AL

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 –33) – 3 Pages
Solicitation for Offers (SFO No. GS-05B-18104 dated December 31, 2008) — 49 Pages
[REDACTED] Space Specifications – 4 Pages
[REDACTED] Performance Specifications - 81 Pages
SFO Amendment No. 1 – 1 Page
SFO Amendment No. 2 – 1 Page
SFO Exceptions (10/05/09)
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.

Page 2 of 2

LESSOR **UR**

BY _____

(Signature)

IN PRESENCE OF: _____

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____

STANDARD FORM 2, ATTACHMENT A

Lease No. GS-05B-18104

PAGE 1 of 3

9. 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 offer dated July 23, 2009, as received on August 28, 2009 and clarified on October 5, 2009, submitted by the Lessor under SFO No. GS-05B-18104 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
10. The date of April 1, 2010 in Paragraph 2 of the SF-2 is the estimated effective date. If the actual date of substantial completion is different from this date, 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. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
11. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provisions of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 11,000 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Rental is subject to a physical mutual measurement and will be based on the rate, per ANSI/BOMA Office Area square foot (USF) as noted in Paragraph 3 of the SF-2, and the actual USF in accordance with Paragraph 27, "PAYMENT" of the GENERAL CLAUSES. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum USF requested in Paragraph 1.1 "AMOUNT AND TYPE OF SPACE" of the Solicitation for Offers (SFO).

12. In accordance with Paragraph 4.1 of the SFO, the Common Area Factor is established as 1.15 (11,599 RSF / 10,086 USF).
13. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 is \$38,276.70 per annum or \$3.30 per rentable square foot for 11,599 square feet of rentable office space. This equates to a rate of \$3.79 per usable square foot.
14. The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 6.1%.
15. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.00 per usable square foot per annum for operating expenses.
16. Pursuant to Paragraph 4.6 of the SFO, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at a rate of \$0 per hour.
17. Lessor shall provide janitorial service during normal working hours, Monday through Friday, except Saturdays, Sundays and federal holidays.
18. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. Lessor agrees to provide up to \$67,275.00 toward the cost of the Tenant Improvements. The tenant build out cost of \$67,275.00 is amortized for a period of sixty (60) months at six percent (6%). Therefore, the maximum amortized tenant build out costs are \$15,607.37 per annum or \$1.35 per rentable square foot.

INITIALS: M & JMM 1/14/10
LESSOR GOVERNMENT

In the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a six percent (6%) amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at six percent (6%) throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

19. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
20. The Lessor is a limited liability company and a small business. The Tax Identification Number is [REDACTED]^{(b)(6)}. The DUNS number is 360862747.
21. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.
22. 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:
 - (I) Evidence of the transfer of title.
 - (II) A letter from the successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from the prior lessor (transferee) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - (IV) The IRS tax identification number for the new owner. Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when 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.
23. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
24. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease.
25. 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 prior to execution of this Lease are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
26. 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.
27. Wherever the words "Offeror", "Lessor" 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".

INITIALS: AM & JM
LESSOR GOVERNMENT

28. The Lessor and the Broker (CB Richard Ellis) have agreed to a cooperating lease commission of [REDACTED]^{(b)(6)} of the Aggregate Lease Value, minus parking charges and amortization of the tenant improvement allowance, as defined in the Broker Commission Letter dated February 13, 2009. The total amount of the commission is [REDACTED] (\$297,537.00 annual rent, minus \$63,240.00 parking, minus \$15,607.37 amortized T.I. Allowance = \$218,689.63 x 5 years x [REDACTED]^{(b)(6)}). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED]^{(b)(6)} of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] 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. Total commission is subject to rental cost based on final accepted square feet.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$24,794.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$24,794.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

29. The Lessor agrees to complete the following improvements (at Lessor's cost) in association with this Lease:

- (1) Per the specifications contained in the SFO, Lessor shall provide new paint and carpet throughout areas of the existing space where paint and carpet currently exist.
- (2) [REDACTED], consisting of an [REDACTED], manufactured by [REDACTED] company, shall be installed on the interior of the existing perimeter glass in the Demised Premises as a "daylight opening" installation, meaning that the [REDACTED] will applied directly to the interior side of the glass with no attachment to the window frames (cost of [REDACTED]).
- (3) The plumbing fixtures and associated rest room accessories existing in the current Men's and Women's Rest Rooms on the 19th floor of the Building shall be reconfigured and modified to meet current Architectural Barriers Act Accessibility Standards ("ABAAS"), with repairs and improvements to the existing walls, flooring and tile as needed.

30. The Government shall have the right to install equipment on the roof of the Building, subject to Lessor's final review and approval of the conditions associated with the use of such equipment and any possible impact on the Building or interference with rights of other tenants of the Building, the detailed plans & specifications for such equipment, installation of such equipment, proposed location of such equipment and terms for the removal of such equipment, such removal to be at the Government's expense.

31. Lessor agrees to comply with Section 1.2.E of the SFO relative to "Co-Tenancy Restrictions," with the exception of existing tenants of the Building, which are hereby accepted by the Government as being compliant.

32. The Government currently has thirty-one (31) reserved car parking spaces in the parking garage incorporated in the URS building structure, as provided under the existing lease between Lessor and the Government (herein the "[REDACTED]" Parking Spaces"). Lessor shall continue to provide such [REDACTED]" Parking Spaces in the current location at Lessor's expense. The Government hereby agrees that no modifications or improvements are required to such [REDACTED]" Parking Spaces.

33. The Government agrees the existing conditions in the existing space and Building, in relation to the following SFO items, are acceptable to the Government and are in compliance with the Government's requirements as detailed in the SFO: Section 1.1.B – (31) Secured Parking Spaces, Section 1.1.C – Layout of Existing [REDACTED]" Space, Sections 1.12.A.3-15 Other Building Shell Requirements, Section 3.6.A.8 – Indoor Air Quality, Section 4.11 – Maintenance & Testing of Systems, Section 5.10.G – Acceptance of Space & C.O., Section 6.0 – General Architecture, Section 7.0 Architectural Finishes, Section 8.0 - Mechanical, Electrical & Plumbing, Section 8.18 – Elevators and Section 9.0 – Fire Protection, Life Safety and Environmental Issues.

INITIALS: NK & JMD
LESSOR & GOVERNMENT