

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

July 28, 2009

LEASE NO

GS-05B-18197

THIS LEASE, made and entered into this date by and between

whose address is VV USA City LP
c/o Invesco
1166 Avenue of the Americas, Suite 2600
New York, NY 10036

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:

12,267 rentable square feet of office space on the 10th floor of a 25-story building known as One Columbus, located at 10 W. Broad St., Columbus, OH. The usable square footage is 10,537. The Common Area Factor is 1.164183.

to be used for such general office 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 1st, 2010 through March 31st, 2020 subject to termination and renewal rights as may be hereinafter set forth.

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

<u>YEARS</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
1 through 5	\$371,701.61	\$30,975.13
6 through 10	\$264,476.52	\$22,039.71

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

VV USA City LP
c/o Invesco
10 West Broad Street
Columbus, OH 43215

Tax Identification Number [REDACTED]

4. The term of this lease shall be for ten (10) years, five (5) years firm with 90 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: All cleaning, services, utilities, maintenance, space improvements, and Special Requirements as specified in the attached Solicitation for Offer, GS-05B-18197, and other requirements attached to this lease as described in the following Paragraph 7. THIS IS A FULLY SERVICED LEASE.

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 – 25 - 2 Pages
 - Solicitation for Offers (SFO) - 48 pages
 - Attachment No. 1, Construction Schedule of Tenant Improvements - 1 Page
 - Exhibit A, Legal Description - 1 Page
 - Exhibit B, Floor Plan of 10th Floor - 1 Page
 - Form 3517B, General Clauses - 33 Pages
 - Form 3518, Representations and Certifications - 7 Pages

Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18197 and other Attachments to the lease referenced in this Paragraph 7.

8. The following changes were made in this lease prior to its execution:
- a. SFO Paragraph 4.8 JANITORIAL SERVICES (AUG 2008) has been amended to reflect the applicable building standard services.
 - b. SFO Paragraph 6.8 A. 4. ACOUSTICAL REQUIREMENTS (SEPT 2000) Testing "at no cost to the Government" has been stricken.
 - c. SFO Paragraph 7.11 WALL FINISHES (AUG 2008) A. BUILDING SHELL has been modified to reflect "Accepted As Is".
 - d. SFO Paragraph 8.2 BUILDING SYSTEMS (AUG 2008) has been modified to reflect the Lessor will not furnish a report by a registered professional engineer as a part of the shell rent.
 - e. SFO Paragraph 8.4.A. INSULATION: THERMAL, ACOUSTICAL AND HVAC (AUG 2008) has been modified to reflect only new insulation products shall contain recovered material as requested by EPA's CPG and related recycled content recommendation.
 - f. SFO Paragraph 8.7.A. TOILET ROOMS: FIXTURE SCHEDULE (SEPT 2000) BUILDING SHELL has been modified to reflect existing fixture count "Accepted As Is".
 - g. SFO Paragraph 8.9 HEATING AND AIR CONDITIONING (AUG 2008) BUILDING SHELL A. 6. a. has been modified to reflect a temporary filter is installed on return air duct.
 - h. SFO Paragraph 8.10 A. 2. VENTILATION (AUG 2008) BUILDING SHELL has been modified to accept MERV efficiency of 8 on final filters.

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

BY _____

(Signature)

IN PRESEN

(Address)

UNITED STATES

ADMINISTRATION



BY _____

Contracting Officer

(Official title)

PB

9. The date of this lease, July 28, 2009, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision submitted by the Lessor on July 28, 2009 under SFO GS-05B-18197. This lease reflects the terms and conditions of the accepted Final Proposal Revision.
10. The lease commencement date of April 1, 2010 in Paragraph 2 of the Standard Form 2, U.S. Government Lease for Real Property, is the estimated effective date. If the actual date of beneficial occupancy is different from April 1, 2010, then the actual effective date shall be established by a 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 as will the effective date of the termination right upon completion of the firm term of five (5) years.
11. The total square footage referred to in Paragraph 1, Standard Form 2, is the total amount of space under lease by the Government and shall not be adjusted based on the final space measurement conducted by the Government.
12. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of Solicitation for Offers GS-05B-18197, this lease has a cost of services base of \$86,790.85 per annum.
13. For the purpose of computing Real Estate Tax adjustments in accordance with Paragraph 4.2 of Solicitation for Offers GS-05B-18197, it is agreed that the Government occupies 3.01% of the Building (407,472 RSF) of which the Government shall pay taxes when they exceed the base year of \$24,511.21 budgeted for taxes per GSA Form 1217, signed July 6, 2009. The block and lot/parcel is: 010-011311-00.
14. Lessor agrees to provide \$40.40 per usable square foot of the new, expansion space square footage (\$40.40 x 10,537 usf = \$425,694.80 at 9.5% interest over five (5) years = \$536,423.00 or \$107,284.60 annually). In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 9.5%. The refund shall be a credit to base rent equally amortized for Years 1 through 5 of the term.
15. Lessor shall perform alterations to the space according to approved layout drawings. The Lessor will complete alterations within 165 working days after the date of this lease award by the Government. (Please refer to Form B, Document Security Form, for procedures that must be followed in reference to Government drawings.) Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and GSA has inspected and accepted the space and it is free of safety hazards.
16. Lessor shall provide "as-built" drawings within 10 working days of occupancy of the space. A AutoCAD CD with the name of the building identified and all layers identified to access the respective drawings will also be provided per SFO Paragraph 5.14 of this lease. The Lessor and Government will agree upon the method of providing "as-built" drawings after Construction Drawings are completed.
17. The hourly rate for overtime HVAC per SFO is established as \$30.00 per hour. Normal building hours are established as 7:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 12:00 noon on Saturday.
18. Lessor shall provide janitorial service within Tenant's space during daytime business hours to be mutually agreed to by Lessor and Tenant, Monday through Friday; except Federal Holidays.
19. Lessor agrees that it will not enter into a lease for the occupancy of [REDACTED] or [REDACTED] during the entire term of this lease without the prior written consent of the [REDACTED], as Tenant.
20. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, Form 3517B. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
21. The Lessor is a small business, not a woman-owned business or a veteran-owned small business concern. The Tax Identification Number is [REDACTED] Its DUNS number is 210270765.
22. Lessor shall complete the Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government.

INITIALS:  & 
LESSOR & GOVERNMENT



23. In accordance with Paragraph 2.3 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of ██████████⁽⁶⁾ of the firm term value of this lease ("Commission"). The total amount of the Commission is ██████████. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only ██████████, which is ██████████ of the Commission, will be payable to Studley when the Lease is awarded. The remaining ██████████, which is ██████████ of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$177,626.16 / 12 months = \$14,802.18 per month) due and owing 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: \$30,975.13 minus prorated Commission Credit of ██████████ equals ██████████ adjusted First Month's Rent
- Month 2: \$30,975.13 minus prorated Commission Credit of ██████████ equals ██████████ adjusted Second Month's Rent
- Month 3: \$30,975.13 minus prorated Commission Credit of ██████████ equals ██████████ adjusted Third Month's Rent

24. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) 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.

25. The Contracting Officer represents the General Services Administration (GSA) as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.

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LESSOR & GOVERNMENT