

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

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

4/5/2010

LEASE NO.

GS-05B-18276

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

whose address is
Skylight Office Tower SPE, LLC
50 Public Square, Suite 1360
Cleveland, OH 44113

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:

30,886 BOMA usable square feet (34,104 rentable) of office space, on the entire 5th floor (26,736 BOMA usable square feet / 29,278 rentable square feet), and a portion of the 3rd floor (4,150 BOMA usable square feet / 4,826 rentable square feet) of an existing twelve story building, along with 2 on-site structured reserved parking spaces for the exclusive use of the Government, all located at Skylight Office Tower, 1660 West Second Street, Cleveland, Ohio 44113-1454, to be used for such purposes as determined by the General Services Administration.

This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO GS-05B-18276, which is attached to, and is part of this lease.

2. TO HAVE AND TO HOLD the said 5th floor premises with their appurtenances for the term beginning on June 1, 2010 through May 31, 2020, and the said 3rd floor premises for the term beginning on June 1, 2010 through May 31, 2015 subject to termination and renewal rights as may be hereinafter set forth. The commencement date of June 1, 2010 is an estimated beginning date. The actual commencement date will be established as an amendment to the lease by a Supplemental Lease Agreement if necessary. The lease for the 5th floor premises will then be in effect for 10 years firm. The lease for the 3rd floor premises will then be in effect for 5 years firm.

3. The Government shall pay the Lessor annual rent of Years 1-5: \$972,298.48 at the rate of \$81,024.87 per Month, Years 6-10: \$951,827.78 at the rate of \$79,318.98 per Month in arrears. Rent for Years 1-5 consists of \$62,787.55 per month for shell/base rent, operating expenses, real estate taxes and parking, and \$18,237.32 per month in Tenant Improvements, which were amortized over 120 months for the 5th floor premises, and 60 months for the 3rd floor premises, at an annual interest rate of 9.0%. Rent for Years 6-10 consists of \$64,777.57 per month for shell/base rent, operating expenses, real estate taxes and parking, and \$14,541.41 per month in Tenant Improvements. Rent for a lesser period shall be prorated.

In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$42.925680 per BOMA usable square foot toward the cost of the tenant improvements defined in Attachment # 2. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 9.0% amortization annual interest rate over 120 months for the 5th floor premises, and 60 months for the 3rd floor premises. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to:

Skylight Office Tower SPE, LLC
50 Public Square, Suite 1100
Cleveland, OH 44113

4. ~~The Government may terminate this lease at any time on or after by giving at least 60 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.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- (A) All service, utilities and maintenance (including janitorial) of the building and grounds as provided in the lease and attachments hereto.
- (B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18276 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to providing at least 2 on-site structured reserved parking spaces as well as meeting all Handicap Accessibility and Fire/Life Safety Requirements.

7. The following are attached and made a part hereof:

- (A) Paragraphs 9 through 23 of this lease on pages 3 through 4;
- (B) Exhibit A Floor Plan
- (C) Solicitation for Offers (SFO) No. GS-05B-18276 dated August 14, 2009, pages 1 through 53;
- (D) Attachment No. 2: Definitions of Shell and Tenant Improvement consisting of 4 pages;
- (E) Attachment No. 3: General Requirements consisting of 9 pages;
- (F) Attachment No. 4: Document Security Form consisting of 3 pages;
- (G) GSA Form 3516A (REV. 12/03) consisting of 6 pages;
- (H) GSA Form 3517B (REV. 11/05) consisting of 33 pages;
- (I) GSA Form 3518 (REV. 1/07) consisting of 7 pages.

8. The following changes were made in this lease prior to its execution:

Paragraphs 4 and 5 of Standard Form 2 have been deleted in their entirety.

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

LESSOR: Skylight Office Tower SPE, LLC

[Redacted Signature Area]

JAMES J. [Redacted]
(Signature)

(Signature)

50 PUBLIC SQUARE, SUITE 1030
CLEVELAND, OHIO 44113
(Address)



UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

[Redacted Signature Area]

Contracting Officer

(Official title)

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 Best and Final Offer dated August 14, 2009 submitted by the Lessor under SFO GS-05B-18276. This lease reflects the terms and conditions of the accepted Best and Final Offer.
10. The anniversary date for annual escalations and operating cost adjustments will be revised based upon the actual commencement date, which will be established as an amendment to the lease by a Supplemental Lease Agreement as stated in the above Paragraph 2.
11. The Lessor will construct and build out the space per the requirements in the SFO GS-05B-18276 and its attachments, so as to be ready for occupancy no later than 120 working days after receiving the Government's Notice to Proceed with Tenant Improvements. The Government shall deliver layout drawings and necessary finish selections to the Lessor within the latter of 120 working days after receipt of accurate CAD files of the existing demised area to be leased from the Lessor or the date of this lease. As of the date on this SF-2, the Lessor has submitted CAD files of the demised area.
12. The total BOMA usable square foot area referred to in Paragraph 1 is subject to adjustment but may not exceed the maximum limitation nor the minimum usable requirement 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 referred to above shall be adjusted on the basis of Years 1-5: \$31.48 per BOMA usable square foot, Years 6-10: \$35.60 per BOMA usable square foot. If necessary, the lease shall be amended by Supplemental Lease Agreement after actual field measurement is performed in order to establish the square footage and annual rental in compliance with the terms of the lease. Should the leased space offer more than the maximum usable square footage required under SFO GS-05B-18276, the Government will not adjust the annual rental for any usable square footage above the maximum usable square footage. Should the leased space not offer the minimum usable square footage required in SFO GS-05B-18276, this lease may be declared null and void by the Government, with no further obligation on the part of either party.
13. The rent is subject to annual operating cost adjustments in accordance with Section 4, Paragraph 4.3 OPERATING COSTS (AUG 2008) of Solicitation for Offers No. GS-05B-18276 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$148,693.44, which is approximately \$4.36 per BOMA usable square foot.
14. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 4, Paragraph 4.2 TAX ADJUSTMENT (AUG 2008) (A through D) of Solicitation for Offers No. GS-05B-18276 within this lease, the Government will occupy 10.6144 percent of the net usable square foot area of the entire building. The Lessor estimated \$69,504.00 for the first year, fully assessed real estate taxes which is included in the annual rental as stated in this SF-2. The Identification Number for the Real Estate Parcel occupied under this lease is to-be-determined and supplied to the Government.
15. If heating or cooling is required by the Government on an overtime basis, it shall be provided at an additional cost to the Government of \$175.00 per hour.
16. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the Contracting Officer of the General Services Administration or his/her designee.
17. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer the lease. The Government assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.
18. The Government shall have total flexibility in the layout of the interior office space including the placement of all [REDACTED] and Lessor's rooms (i.e. the mechanical room, janitor closets, etc, public and employee restrooms and drinking fountains). The Lessor acknowledges that the Government will

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supply the Lessor with approved interior space plans for the Lessor to use to develop his construction plans.

19. All 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 the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
20. The Contracting Officer represents the General Services Administration as an agent with 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.
21. 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 successor Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from prior Lessor (transferor) 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 of 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.

22. The Lessor's DUNS Number is 362229762 and Tax ID Number is [REDACTED]

23. In accordance with Paragraph 1.13 (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 [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. 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, which shall be hereby agreed to as [REDACTED], only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments 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 each month until fully recaptured.

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