

DATE OF LEASE

April 26, 2011

LEASE NO

GS-05B-18561

THIS LEASE, made and entered into this date by and between Toledo Office Investments, LLC

whose address is 121 West Trade Street, Suite 2020  
Charlotte, North Carolina 28202-1161

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:

A. A total of approximately 8,702 rentable square feet (RSF) consisting of 7,848 ANSI/BOMA Office Area square feet (USF) of space located on the seventh (7th) floor of Four Seagate, 433 North Summit Street, Toledo, Ohio 43604-2638 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.

B. Twenty-nine (29) on-site, secured, structured parking spaces are included in the rent.

C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.1088172%.

D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 3.43%.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning on September 1, 2011 through August 31, 2021, subject to renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$227,820.00 at the rate of \$18,985.00 per month in arrears for Years 1-5. The Government shall pay the Lessor annual rent of \$223,641.40 at the rate of \$18,636.78 per month in arrears for Years 6-10. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

Toledo Office Investments, LLC  
121 West Trade Street, Suite 2020  
Charlotte, North Carolina 28202-1161


4. The Government may terminate this lease at any time after August 31, 2016 by giving at least ninety (90) days' notice 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.

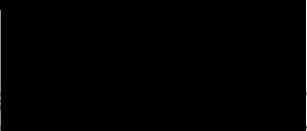
~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lesser at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease 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-18561 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
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 – 30) – 4 Pages
  - Solicitation for Offers (SFO No. GS-05B-18561 dated August 27, 2010) — 53 Pages
  - Special Requirements – 4 Pages
  - SFO Amendment No. 1 – 1 Page
  - SFO Amendment No. 2 – 1 Page
  - SFO Amendment No. 3 – 3 Pages
  - 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.

LESSOR TOLEDO OFFICE INVESTMENTS, LLC

BY  \_\_\_\_\_ (Signature)

IN PRESENCE OF:  \_\_\_\_\_ (Address)

Christopher R. Smith  
c/o Allegiance Realty Corporation  
121 West Trade Street Ste. 2020  
Charlotte, NC 28202

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY  4/20/11 \_\_\_\_\_ Contracting Officer  
(Official title)



9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated February 25, 2011, as clarified March 20, 2011, submitted by the Lessor under SFO No. GS-05B-18561 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.

10. 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 provision 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 8,360 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO, as amended by SFO Amendment No. 2.

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.

Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$29.03 per usable square foot per annum.

11. 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 \$42,375.00 per annum for 8,786 rentable square feet. *8,702 gmk*

12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 3.43%. The Property Tax Identification Numbers are [REDACTED] and [REDACTED].

13. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$.90 per usable square foot per annum for operating expenses.

14. 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 (8:00 a.m. - 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at no charge (\$50.00 per hour). In addition, there will be no additional charge for areas requiring 24-hour HVAC service.

15. Lessor shall provide janitorial service within Tenant's space during normal office hours, 8:00 a.m. to 6:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.

16. 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. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$117,720.00 toward the cost of the Tenant Improvements. The tenant build out cost of \$117,720.00 (based on \$15.00 per ANSI/BOMA Office Area square foot) is amortized for a period of sixty (60) months at 4.0%. Therefore, the amortized tenant build out costs are \$26,015.52 per annum or \$2.99 per rentable square foot.

Pursuant to Paragraph 3.3 of the SFO, 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 4.0% 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 the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 4.0% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

17. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.

INITIALS: *fw*  
LESSOR

*JMO 4/26/11*  
GOVERNMENT





STANDARD FORM 2, ATTACHMENT A

Lease No. GS-05B-18561

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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.
25. 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".
26. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value (excluding the amortized Tenant Improvement Allowance) for the initial firm term of this lease. The total amount of the commission is [REDACTED] (see table below). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] 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.

S Firm Term										
0	Shell					Shell		Annual % Change (Shell)	\$/SF Shell Increase	
	Original (RSF)	Op Costs (RSF)	Amortized Security	Amortized TIs	Free Rent	Gross/SF	Annual Amount			
1	\$ 18.32	\$ 4.87	\$ -	\$ -		\$ 23.19	\$ 201,804.08	0.00%	0.00	
2	\$ 18.32	\$ 4.87	\$ -	\$ -		\$ 23.19	\$ 201,804.08	0.00%	0.00	
3	\$ 18.32	\$ 4.87	\$ -	\$ -		\$ 23.19	\$ 201,804.08	0.00%	0.00	
4	\$ 18.32	\$ 4.87	\$ -	\$ -		\$ 23.19	\$ 201,804.08	0.00%	0.00	
5	\$ 18.32	\$ 4.87	\$ -	\$ -		\$ 23.19	\$ 201,804.08	0.00%	0.00	

Lump Sum and Broker Credit Calculation								
Rentable SF	Rental Rate per RSF	Firm Period	Broker %	Total Lump \$/SF	Total Lump Sum	Rebate	Commission Credit	Broker Commission
8,702	\$23.19	5	(b)			(b)(6)		
<b>Total:</b>								



Commission Credit Calculation for SF2

Total Monthly Rent	\$18,985.00
Monthly Shell Rent (Less RE Taxes)	\$12,286.34
# of Months Credit Deducted	2 Month(s)
Monthly Credit	[REDACTED]
Adjusted Shell Rent	[REDACTED]
RE Taxes, Opex, TI & BS	\$6,698.66
Adjusted Monthly Rent	[REDACTED]

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 \$18,985.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$18,985.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

INITIALS:  &   
LESSOR & GOVERNMENT

27. Lessor, in accordance with the Government's Special Requirements, will perform the following:
- A. Repaint the space throughout.
  - B. Recarpet the space throughout.
  - C. Remove the wall between the two existing conference rooms to make one larger conference room.
28. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed 6% of the total subcontractor's costs.
  - B. The General Contractors fee will not exceed 4% of the total subcontractor's costs.
  - C. Architectural and Engineering fees will not exceed 1.74 per USF.
  - D. Lessor's Project Management fees will not exceed 2% of the total subcontractor's costs.
29. Prior to occupancy, and at no additional cost to the Government, the Lessor shall use best efforts to renovate the space for any energy efficiency and conservation improvements that would be cost effective over the firm term of the lease, thereby reducing electricity or fossil fuel consumption, water, or other utility costs. Additional information on such improvements can be found on [www.gsa.gov/leasing](http://www.gsa.gov/leasing) under "Green Leasing." However, in the event the Lessor obtains the Energy Star label prior to the Government's occupancy, the Lessor shall not be required to renovate the space for these improvements. To earn the ENERGY STAR label, the Lessor must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.
30. Lessor takes, and is granted, exception to the following SFO requirements:
- A. The Public Restrooms do not meet ABAAS requirements for clearances for an accessible stall.
  - B. There is a 13" setback for the shower when the code calls for a clearance of 36 inches wide minimum by 48 inches long minimum measured from the control wall shall be provided.
  - C. Restrooms do not have floor drains.

INITIALS: sw & gm  
LESSOR GOVERNMENT