

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:

November 17, 2011

LEASE NO. GS-05B-18562

THIS LEASE, made and entered into this date by and between **OTR, an Ohio General Partnership, acting as the duly authorized nominee of the Board of The State Teachers Retirement System of Ohio**

whose address is 275 E. Broad Street
Columbus, OH 43215-3703

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:

31,224 ANSI/BOMA office area square feet (35,000 rentable square feet) of contiguous office space, and ten (10) onsite, reserved, parking spaces, located at Atrium Two, 221 E. Fourth Street, Cincinnati, OH 45202-4100 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 of ten (10) years, five (5) years firm, beginning November 1, 2011 through October 31, 2021.
3. The Government shall pay the Lessor annual rent of \$910,000.00 at the rate of \$75,833.33 per Month in arrears for years 1-5. Though the amortized tenant improvement allowance will drop off, annual rent shall remain at \$910,000.00 per year for years 6-10. Rent consists of: shell rent (including all taxes, insurance, and parking costs), operating expenses, and amortized tenant improvement allowance.

Operating Expenses after Year One are subject to CPI escalations and Real Estate Taxes are subject to adjustments. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:

OTR, an Ohio General Partnership
P.O. Box 632776
Cincinnati, OH 45263-2776

4. The Government may terminate this lease at any time after October 31, 2016, by giving ninety (90) 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~~

COMPUTER GENERATED FORM (10/91)EXCEPTION TO SF-2 APPROVED BY GSA / IRMS 12-89

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10. The total net ANSI/BOMA Office Area square foot area referred to in Paragraph 1, is subject to adjustment, but may not be less than the minimum 29,924 ANSI/BOMA Office Area square feet defined in the Solicitation for Offers No. GS-05B-18562. Should there be any adjustments in the ANSI/BOMA Office Area square footage delivered, that has been determined through mutually agreed field measurement, the per annum total rental referred to above shall be adjusted on the basis of \$29.15 per ANSI/BOMA Office Area square foot per annum for years 1-5. The lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease.
11. The rent is subject to annual operating cost adjustments in accordance with Section 4.3 of Solicitation for Offers No. GS-05B-18562 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating costs will be \$233,194.92 per annum or \$7.47 per ANSI/BOMA Office Area square foot for 31,224 square feet of ANSI/BOMA Office Area office space (subject to actual measured accepted space).
12. The lease is subject to annual tax escalations in accordance with Section 4.2 (A through D) of the SFO No. GS-05B-18562. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 4.2, (A through D) of Solicitation for Offers NO. GS-05B-18562 within this lease, the Government will occupy 5.4 percent of the net rentable square foot area of the building.
13. The Lease Common Area Factor is established as 1.1209327 (35,000 RSF / 31,224 USF).
14. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate, based on operating cost adjustments will be reduced by \$0.00 per ABOA square foot.
15. Pursuant to Paragraph 4.6 of the SFO, "Overtime Usage," only upon request by the GSA Field Office Manager, the Lessor shall provide heating or cooling at any time beyond normal service hours of 6:00 AM – 6:00 PM Monday thru Friday and 8:00 AM – 1:00 PM Saturdays, excluding Sundays, and Federal Holidays at a rate of \$70.00 per hour.
16. Lessor shall provide janitorial services during normal daytime working hours, Monday thru Friday, except Saturdays, Sundays, and Federal Holidays.
17. 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 SFO No. GS-05B-18562, the Lessor agrees to provide up to \$312,240.00 toward the cost of the Tenant Improvements. The tenant build out cost of \$312,240.00 (based on \$10.00 per ANSI/BOMA Office Area square foot) is amortized for a period of five (5) years at 8.00%. Therefore, the amortized tenant build out costs are \$75,950.00 per annum or \$2.17 per rentable square foot. Pursuant to Paragraph 3.3 of the Lease, 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 an 8.00% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (5 years). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 8.00% 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.

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18. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the General Services Administration (the Contracting Officer or his/her representative) as well as acknowledgement of funding for any changes to any and all Tenant Improvement costs, approved prior to the Notice to Proceed with build out of the tenant's space.
19. The Lessor must comply with all construction and development requirements of the City of Cincinnati, OH. Furthermore, the Lessor will meet all Fire and Life Safety requirements as stated in the Lease, along with meeting all local codes specified in local standards.
20. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
21. The Lessor is a General Partnership and not a small business. The Tax Identification Number is [REDACTED]^{(b)(6)}. The DUNS number is 079431631. The Lessor's small business sub-contracting plan has been reviewed and approved by the Government.
22. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the success 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 the new owner(s) upon final settlement of the estate.
23. 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 this lease. The General Services Administration 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.
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 representations 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. 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.

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26. The Contracting Officer represents that 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.
27. Wherever the words "offeror" "lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor." Where 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."
28. The General Services Administration accepts the following exception in regards to Paragraph 552.270.-5 Subletting and Assignment (SEP 1999) on Form 3517B:

In the event of an assignment to an entity unrelated to the Government, the Government shall remain liable for all obligations to Lessor under this lease and shall not be relieved of its leasehold obligations under this lease by reason of such assignment.

29. The General Services Administration accepts the following exception proposed by the Offeror in regards to Paragraph 552-270-8 Compliance With Applicable Law (SEP 1999) on Form 3517B:

The Government will not change the use of the premises or make any alterations to the premises that would cause Lessor to be in non-compliance with any law, code, or ordinance applicable to the ownership and operation of the premises.

30. The General Services Administration accepts the following exception proposed by the Offeror in regards to Paragraph 552-270-12 Alterations (SEP 1999) on Form 3517B:

a. The Government's rights to make alterations to the premises without Lessor's consent is limited so that no such alterations, fixtures, structures or signs affect the structure of the building or the HVAC, plumbing, electrical, or other building systems serving the premises, or the building in which it is contained; otherwise the Government must get Lessor's prior written consent, which shall not be unreasonably withheld. The Government shall not make any alterations or improvements to the premises that

(I) Impair the structural integrity of the premises or the building,

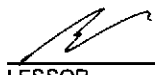

(II) Violate any applicable development, land use, building, fire, occupancy, health or safety code , or

(III) In Lessor's reasonable judgment substantially diminish the value of the building in which the premises is located.

b. The cost for any additional operating services and/or additional insurance coverage required as a result of interior alterations installed by the Government after the commencement of this lease will be passed onto the Government as a rental increase. Lessor will provide documentation to the Government which demonstrates the validity of these increases.

31. The General Services Administration accepts the following exception proposed by the Offeror in regards to Hazardous Materials:

a. During the Lease Term, the Government shall comply with all environmental laws applicable to the operation or use of the premises, will cause all other persons occupying or using the premises (which are

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under the Government's direction and control or for whom the Government is responsible) to comply with all such environmental laws.

b. The Government shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of hazardous materials (as defined by applicable law) on the premises, or the building, or transport or permit the transportation of hazardous materials to or from the premises or the building except for limited quantities used or stored at the premises and required in connection with the routine operation and maintenance of the premises, and then only in compliance with all applicable environmental laws.

32. The General Services Administration accepts the following exception proposed by the Offeror in regards to Personal Liability: The Lease is executed by certain employees of The State Teachers Retirement System of Ohio, not individually, but solely on behalf of Lessor, the authorized nominee and agent for The State Teachers Retirement Board of Ohio ("STRBO"). In consideration for entering into the Lease, the Government hereby waives any rights to bring a cause of action against the individuals executing the Lease on behalf of Lessor, and all persons dealing with Lessor must look solely to Lessor's interest in the building in which the premises is located for the enforcement of any claim against Lessor, and the obligations under the Lease are not binding upon, nor shall resort be had to the private property of any of, the trustees, officers, directors, employees or agents of STRBO. Nothing herein shall apply to any injunctive or other equitable, declaratory or other form of relief to which the Government may be entitled or any remedy or action against Lessor which does not involve the personal liability of Lessor.

33. In accordance with SFO paragraph 2.3, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commission of [REDACTED] per rentable square foot. This equates to roughly [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 fully executed and (ii) the balance upon the earlier of Tenant's occupancy of the premises pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion (less real estate taxes) of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence in equal installments with the first month of the rental payments and continue until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent (less real estate taxes)	Commission Credit To be applied	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$75,833.33	\$41,383.66	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$75,833.33	\$41,383.66	[REDACTED]	\$0.00	[REDACTED]
Months 3-60	\$75,833.33	\$41,383.66	\$0.00	\$0.00	\$75,833.33

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