

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

November 18, 2011

LEASE NO.

GS-05B-18634

THIS LEASE, made and entered into this date by and between NWD Arena District I, LLC

whose address is 375 N. Front Street  
Suite 200  
Columbus, OH 43215-2232

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:

4,837 rentable square feet (4,206 ANSI BOMA office area square feet) of space on the 2<sup>nd</sup> floor at 277 W. Nationwide Boulevard, Columbus, Ohio 43215-2577 (as described in Exhibit B attached hereto) to be used for such general office purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are five (5) on-site structured parking spaces for the exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning within 120 calendar days Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term through 10 years, subject to termination and renewal rights as may be hereinafter set forth. The effective date is September 1, 2011 through August 31, 2021. The actual lease effective date, if different shall be established by Supplemental Lease Agreement after substantial completion of alterations to the tenant space and acceptance by the Government.

3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	RATE PER RSF	MONTHLY RENT	ANNUAL RENT
Years 1-5	\$38.38	\$15,470.34	\$185,644.06
Years 6-10	\$30.55	\$12,314.20	\$147,770.35

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18634. Rent for a lesser period shall be prorated. Rent shall be made payable to:

NWD Arena District I, LLC  
375 N. Front Street  
Suite 200  
Columbus, OH 43215-2232

4. The Government may terminate this lease at any time after the 5<sup>th</sup> year by giving at least sixty (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.~~

PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION

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

- a. Facilities, services, utilities, maintenance shall be provided within 120 days from Notice to Proceed, and in accordance with the terms of the attached Solicitation for Offers GS-05B-18634.
- b. Five (5) on-site structured parking spaces for official government vehicles. Parking on-site in accordance with local code requirements.

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

- Sheets 3 & 4 containing paragraphs 9 – 22 to Lease GS-05B-18634(2 pages)
- Exhibit A, Base Plans (1 page)
- Exhibit B, Legal Description (2 pages)
- Solicitation For Offers GS-05B-18634(52 pages)
- Amendment 1 to Solicitation for Offers GS-05B-18634 dated 9/17/2010 (7 Pages)
- General Clauses GSA Form 3517B (Rev.11/05) (33 pages)
- Representations and Certifications GSA Form 3518 (Rev. 7/04) (7 pages)

8. The following changes were made in this lease prior to its 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	[Redacted]	CONTRACTING OFFICER
BY	[Redacted]	_____ (Signature)
IN PR	[Redacted]	375 N. Front Street; Ste 200 Columbus, Ohio 43215 _____ (Address)
UNITED STATES OF AMERICA	[Redacted]	GENERAL SERVICES ADMINISTRATION Contracting Officer General Services Administration 230 S. Dearborn, Suite 3300 Chicago, IL 60604 _____ (Official title)

STANDARD  
FEBRUAR

9. In accordance with provisions of Paragraphs 4.2 Tax Adjustments, 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation for Offers GS-05B-18634, the following parameters are established:

(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$6.45 per rentable square foot. The base cost of services is established at \$31,198.65 based on \$6.45 per rentable square foot for 4,837 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 5.1367% (4,837 RSF/ Building RSF 94,166). The base year tax statement will be submitted within 60 days after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined.

(c) The Adjustment for Vacant space is \$1.75 per usable square foot.

10. In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$40.40 per BOMA usable square foot toward the cost of the tenant improvements defined in SFO GS-05B-18634. 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 8.0% amortization annual interest rate over 60 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement.

11. The building-specific security cost is \$2,059.68 per year.

12. In accordance with Paragraph 4.6, Overtime Usage, the overtime HVAC services will be provided at the rate of \$40.00 per hour.

13. The annual rental rate is firm and will not be adjusted based on the mutual measurement, except as provided in clause 552.270-20, page 12, paragraph 27 of the GSA Form 3517B. The annual rental amount and the base year service cost will be modified to reflect the final measurement.

14. The Lessor will provide two (2) copies of 1/8" scale copies of as-built floor plans to the contracting officer within thirty (30) days of the lease commencement date.

15. Janitorial cleaning/maintenance is to be performed during tenant working hours, Monday through Friday, except for Federal holidays. The Government will approve the schedule for cleaning services.

16. In accordance with Section 4.1 Measurement of Space, the Common Area Factor is established as 15%.

17. In the event the actual amount of space exceeds 4,206 ANSI BOMA office area square feet, there will be no additional cost to the Government.

18. In accordance with Paragraph 2.5 (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].

INITIALS	
GOV'T [Signature]	LESSOR [Signature]

18. In accordance with Paragraph 2.5 (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.

Notwithstanding Paragraph 3 of the 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 \$15,470.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.  
Second Month's Rental Payment \$15,470.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.  
Third Month's Rental Payment \$15,470.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

19. 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.

20. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

21. The Lessor shall represent and warrant that the building and premises meet the required NFPA 101A Life Safety Code. Should a GSA representative discover discrepancies pursuant to a physical inspection, Lessor agrees to remedy any deficiencies as required.

22. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and / or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the lease contract will become property of the Lessor.

INITIALS

GOV'T	LESSOR
<i>[Signature]</i>	<i>[Signature]</i>