

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

BLDG NO.

GS-05B-18646

THIS LEASE, made and entered into this date by and between **500 SOUTH FRONT STREET LIMITED PARTNERSHIP**

Whose physical address is **500 SOUTH FRONT STREET  
COLUMBUS, OH 43215-7619**

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 5,042 rentable square feet (RSF) of office and related space, which yields 4,384 ANSI/BOMA Office Area square feet (USF) of space located at The 500 Building, 500 South Front Street, 8<sup>th</sup> Floor, Columbus, OH 43215-7619 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are ten (10) reserved, indoor, secured parking spaces for exclusive Government use.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term to begin on December 18, 2010 and continuing through December 17, 2020, subject to termination and renewal rights as may be hereinafter set forth. The lease term is ten (10) years, five (5) years firm.

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

	Shell Rent	Operating Costs	Taxes	TIs	Parking Costs	Annual Rent	Monthly Rent	Rate/RSF
<b>Years 1-5</b>	\$57,726.43	\$25,191.26	\$14,778.25	N/A	\$23,999.20	\$121,695.14	\$10,141.2617	\$24.136
<b>Years 6-10</b>	\$71,844.03	\$25,191.26	\$14,778.25	N/A	\$23,999.20	\$135,812.74	\$11,317.7283	\$26.936

Rent for a lesser period shall be prorated. Operating Costs and Taxes shall be subject to adjustment. Rent checks shall be made payable to:

**500 SOUTH FRONT STREET, LIMITED PARTNERSHIP  
495 SOUTH HIGH STREET, SUITE 10  
COLUMBUS, OH 43215-5689**

4. The Government may terminate this lease in whole or in part at any time on or after December 17, 2015 by giving at least 180 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.

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

LESSOR

500 SO

BY

*President*

(Title)

*495 S. High, Ste 10, Columbus Ohio*

(Address)

UNITED ST

MS. JOANNE LADWIG

BY

Contracting Officer, General Services Administration

(Official Title)

- 5. Paragraph 5 intentionally omitted.
- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO No. LOH18646, dated October 13, 2010.
  - B. Build out in accordance with standards set forth in SFO No. LOH18646, dated October 13, 2010. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on actual date of beneficial occupancy, if different from the date identified in Paragraph 2 above.
- 7. The following are attached and made a part hereof:
  - A. Solicitation for Offers LOH18646, dated October 13, 2010 (51 pages).
  - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [06/08]) (33 pages)
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [6/07]) (8 pages)
  - D. Exhibit A: Floor Plan of 8<sup>th</sup> Floor with leased space highlighted (1 page)
- 8. Paragraph 8 intentionally omitted.
- 9. In accordance with SFO paragraph 4.2(B)(9) entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 3.46% (5,042 RSF / 145,594 RSF of total building size).
- 10. In accordance with SFO paragraph 4.3 entitled *Operating Costs Base*, the cost of services base is established at \$25,191.26 per annum for 5,042 square feet of rentable office and related space.
- 11. In accordance with SFO paragraph 4.1(C) entitled *Common Area Factor*, the common area factor is established as 1.15.
- 12. In accordance with SFO paragraph 4.4 entitled *Adjustment For Vacant Premises*, the adjustment is established as \$1.00 per usable square foot.
- 13. In accordance with SFO paragraph 4.6 entitled *Overtime Usage*, Overtime usage must be requested orally or in writing by the Contracting Officer or the Contracting Officer's authorized representative. Lessor shall not charge the Government with an overtime usage rate for HVAC.
- 14. Paragraph 14 intentionally omitted.
- 15. Lessor shall provide janitorial service within Tenant's space Monday thru Friday, after normal operating hours of 8:30 AM to 5:30 PM.
- 16. In accordance with SFO paragraph 4.2 entitled *Tax Adjustment*, the real estate property tax base is established at \$14,778.25 per annum for 5,042 square feet of rentable office and related space. The Tax Parcel ID Numbers are: 010-215362-80 and 010-215362-90. Taxes for adjacent parking garage have been removed from consideration.
- 17. The Lessor is a Limited Partnership and a Small Business. The Tax Identification No. is [REDACTED]. The Lessor's DUNS Number is 136 569 733. The Lessor is registered and active in the Central Contractor Registration (CCR) database.

LESSOR

UNITED STATES OF AMERICA

BY

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(initial)

BY

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(initial)

18. 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 representation 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.
19. 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, rent will not be paid for occupancy in whole or in part except for the term specified herein.
20. The Lessor and Broker have agreed to a cooperating lease commission of 4% of the Aggregate Lease Value for the initial firm term of five (5) years of the lease, or \$[REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego 3% 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, or \$[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.
21. 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 will continue until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit Owed	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$10,141.2617	\$4,810.5358	\$[REDACTED]	\$[REDACTED]	\$[REDACTED]
Month 2	\$10,141.2617	\$4,810.5358	\$[REDACTED]	\$0.00	\$[REDACTED]
Month 3	\$10,141.2617	\$4,810.5358	\$0.00	\$0.00	\$10,141.2617

22. Any notices required or permitted under this Lease shall be delivered in person or by first class mail as follows:

To Government: U.S. General Services Administration  
 Attn: Joanne Ladwig  
 Leasing Contracting Officer  
 230 South Dearborn Street, Suite 3300  
 Chicago, IL 60604

To Lessor: 500 South Front Street, LP  
 500 South Front Street  
 Columbus, OH 43215

or at such other address as either party designates in writing to the other.

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

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(Initial)

BY

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