

**LEASE NO. GS-05P-LOH19077**

Succeeding/Superseding Lease  
GSA FORM L202 (September  
2014)

This Lease is made and entered into between

**State Teachers Retirement System of Ohio**

(Lessor), whose principal place of business is **275 Broad Street, Columbus, OH 43215-3771** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**Atrium Two, 221 East Fourth Street, Cincinnati, Ohio 45202**

and more fully described in Section 1 and together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon May 25, 2015 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**10 Years, 5 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

[Redacted Signature]

Name: Alan E. Muench  
Authorized Agent

Title: \_\_\_\_\_

Date: 8-27-2015

[Redacted Signature]

Date: 9/01/2015

[Redacted Signature]

Title: Admin. Asst.

Date: 8-27-2015

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (SEP 2013)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. Office and Related Space: 40,112 rentable square feet (RSF), yielding 36,800 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 8<sup>th</sup> floor(s) and known as Suite(s) 800, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A and 1,640 rentable square feet (RSF) yielding 1,505 ANSI/BOMA Office Area (ABOA) square feet of storage space in the basement.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 9.0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 10 parking spaces as depicted on the plan attached hereto as Exhibit B, are reserved for the exclusive use of the Government, of which 10 shall be structured/inside parking spaces. The cost of these parking spaces is \$31,200 per annum and is included in the shell rent of \$819,100 for Years 1-5 and \$955,067.68 for Years 6-10 as stated in Section 1.03 A.
- B. Antennas, Satellite Dishes, and Related Transmission Devices:

"Government shall not install Telecommunications Equipment without Lessor's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor may condition its consent by requiring Government and/or a telecommunications provider to: (a) comply with Building standards regarding the method and manner of installation of any telecommunications equipment; (b) use Lessor's contractors to make installations affecting the Building structure or roof; (c) provide evidence that a telecommunications provider is authorized to provide services pursuant to Applicable Law; (d) not interfere with any other Telecommunications Equipment in the Building; (e) use Lessor's telecommunications provider if Lessor provides telecommunication services to the Property. (f) enter into a written agreement with Lessor; (g) pay reasonable compensation for the use of space on the Property other than the Premises, including, but not limited to, the Building's equipment room, risers, raceways, and the like; and (h) comply with Lessor's telecommunications management program respecting telecommunications equipment and cables in the Common Areas. In accordance with the foregoing, Government, at its cost and expense, may install a satellite antenna or dish on the roof of the Building without an increase in Base Rent or Additional Rent. Lessor shall have complete control over the use of the conduits and risers that run adjacent to or through the Premises. Lessor at any time may recapture any unused conduit or riser space and may require Government to remove any cable in such conduit or riser space that is no longer in use. Lessor shall have the right to insist on reasonable security regulations regarding the telecommunications areas. Government shall not cause any electromagnetic field interference. If Government generates any electromagnetic field interference, Government at its sole cost and expense, shall remove such interference. If Lessor requests, Government shall relocate any of Government's Personal Property that creates electromagnetic field interference."

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$819,100.00	\$955,067.68
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 301,250.00	\$ 301,250.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,120,350.00</b>	<b>\$1,256,317.68</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$19.62 (rounded) per RSF multiplied by 41,752 RSF  
(Non- Firm Term) \$22.88 (rounded) per RSF multiplied by 41,762 RSF

Real Estate Taxes per Section 1.07 are included in the above shell rent calculations

<sup>2</sup>The Tenant Improvement Allowance of \$0 is amortized at a rate of 0 percent per annum over 0 years.

<sup>3</sup>Operating Costs rent calculation: \$7.22 (rounded) per RSF multiplied by 41,752 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are included in the shell rent and are described in Section 1.02A of the lease

- B. [Intentionally deleted]
- C. [Intentionally deleted]
- D. [Intentionally deleted]

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses..
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of **electricity**), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of **electricity** directly to the Lessor as described in Section 1.10(C) below. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.

#### 1.04 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### 1.05 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	3	B
JANITORIAL/HOUSEKEEPING /CARPET CLEANING FREQUENCIES	4	C
PERSONAL PROPERTY AS PART OF LEASED PREMISES AS OF 5/24/15	1	D
WALL COVERING SCOPE OF WORK	1	E
SECURITY [REDACTED]	12	
GSA FORM 3517B GENERAL CLAUSES	47	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	
SMALL BUSINESS SUBCONTRACTING PLAN	11	

#### 1.06 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 6.36 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 41,752 RSF by the total Building space of 656,245 RSF.

#### 1.07 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$103,892.89 or \$2.49(rounded) per RSF**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**1.08 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$7.22(rounded) per RSF (\$301,250.00annum)**.

**1.09 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$45.00** per hour for the entire Space.

**1.10 24-HOUR HVAC REQUIREMENT (SEP 2014)**

- A. 255 ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as 24,000 BTU. The temperature of this room shall be maintained at 71 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. The Government has installed a 2 ton supplemental cooling unit to maintain the desired temperature in the server room. This unit will be replaced at Government's cost and expense with up to a 3 ton cooling unit.
- B. The cost for operating the 24 hour cooling service shall be included in the utility bills for the Premises.
- C. The Lessor shall submit monthly utility invoices, in arrears, for this cost to the LCO or the LCO's designated representative at the address below:  
  
EVELYN\_RUSHING@ [REDACTED]  
FW.FINANCEUTILITYISSUESRS@GSA.GOV
- D. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.11 BUILDING IMPROVEMENTS (SEP 2012)**

- A. As part of the shell rent, the landlord is including an allowance ("TIA") of up to \$300,000 to paint and replace the wall coverings in the Space per the scope as attached in Exhibit E ("Tenant Improvements"). The Government shall have until December 31, 2015 to use all or a portion of the TIA for the cost of Tenant Improvements as provided above, any amount not used by such date, will be forfeited by Government.
- B. Damaged Building standard window blinds will be repaired and/or replaced at Lessor's expense within 30 days of lease commencement.