

DATE OF LEASE

10-07-16

LEASE NO  
GS-05B-18418

THIS LEASE, made and entered into this date by and between GWP, LLP

whose address is 1128 South College Mall Road  
Bloomington, Indiana 47401

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 3,742 rentable square feet (RSF) consisting of 3,742 ANSI/BOMA Office Area square feet (USF) of space located on the first (1<sup>st</sup>) floor of Center 37 South, 2001 South Liberty Drive, Bloomington, Indiana 47403-5137, as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
  - B. In accordance with the SFO paragraph 4.1.C. entitled Common Area Factor, the common area factor is established as 1.0%.
  - C. In accordance with the SFO, the percentage of Government occupancy is established as 20.81%.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning upon the substantial completion of the space and acceptance by the Government as satisfactorily complete. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1-5	\$ 42,701.740	\$ 23,537.180	\$ 29,027.033	\$ 1,226.323	\$ 96,492.28	\$ 8,041.02
6-10	\$ 47,897.450	\$ 23,537.180	\$ -	\$ -	\$ 72,370.13	\$ 6,030.84

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent shall be made payable to:

GWP, LLP  
1128 South College Mall Road  
Bloomington, Indiana 47401



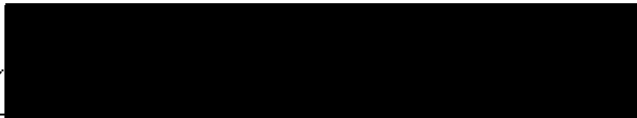
4. The Government may terminate this lease at any time after the firm term by giving at least ninety (90) days' notice to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. ~~This lease may 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 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~~

- 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-18418 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 – 26) – 3 Pages
  - Solicitation for Offers (SFO No. GS-05B-18418 dated February 16, 2010) – 54 Pages
  - SFO Amendment No. 1 – 1 Page
  - SFO Amendment No. 2 – 1 Page
  - Form 3517B, General Clauses (Rev 11/05) – 33 Pages
  - Form 3518, Representations and Certifications (Rev 1/07) – 7 Pages
  - 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		
BY	(Signature)	(Signature)
IN PRESENCE OF:		<p><i>1128 S. College Mall Rd</i>  <i>Bloomington, IN 47401</i></p>
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION		
BY		<p>Contracting Officer</p> <p>(Official title)</p>

*[Handwritten signature]*

9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated August 16, 2010, as received August 16, 2010, submitted by the Lessor under SFO No. GS-05B-18418 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 3,282 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO, as amended by SFO Amendment No. 1.

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.

Rental is subject to a physical mutual measurement and will be based on the rate, per ANSI/BOMA Office Area square foot (USF) as noted in Paragraph 3 of the SF-2, and the actual USF in accordance with Paragraph 27, "PAYMENT" of the GENERAL CLAUSES. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum USF requested in Paragraph 1.1 "AMOUNT AND TYPE OF SPACE" of the Solicitation for Offers (SFO).

11. In accordance with Paragraph 4.3 of the SFO entitled Operating Costs, the escalation base is established as \$6.29/RSF (\$23,537.18/annum).

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 20.81%. The Property Tax Identification Number is 53-09-12-101-005.000-016.

13. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.50 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. – 5:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at the rate of \$2.50 per hour. In addition, Lessor shall provide HVAC to those areas requiring 24-hour HVAC at the rate of \$0.00 per hour.

15. Lessor shall provide janitorial service within Tenant's space during normal office hours, 8:30 a.m. to 3:30 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 \$120,716.92 toward the cost of the Tenant Improvements. The tenant build out cost of \$120,716.92 (based on \$32.26 per ANSI/BOMA Office Area square foot) is amortized for a period of sixty (60) months at 7.5%. Therefore, the amortized tenant build out costs are \$29,027.03 per annum or \$7.76 per rentable square foot.

Lessor shall pay for the cost carpet replacement and repainting of the premises up to \$25,000.00.



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

18. The Lessor is a Limited Liability Partnership and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 187187948. The signatory authority for Lessor is Eric Stolberg, Winger/Stolberg Property Group, Inc. as agent for GWP, LLP.

19. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.

INITIALS:  &   
LESSOR GOVERNMENT

20. Pursuant to Paragraph 4.12 of the SFO, Novation and Change of Name, In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- A. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
  - B. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
  - C. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
  - D. The transferee must submit a new GSA Form 3518, Representations and Certifications.
  - E. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
  - F. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
  - G. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
  - H. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
  - I. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.
21. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
22. 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.
23. It is agreed by the parties hereto that all the 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 are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
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.

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