

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

SEP 24, 2012

LEASE No. GS-11B-12539

THIS LEASE, made and entered into this date 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
c/o STRS of Ohio
276 East Broad Street
Columbus, Ohio 43215

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 36,859 BOMA Rentable Square Feet (BRSF) equivalent to 34,888 ANSI/BOMA Area Square Feet (ABOA SF) of warehouse, office and related space, located at 13988-13994 Park Center Road, Herndon, Virginia 20171. Thirty-seven (37) parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR term beginning on September 1, 2012, and ending on August 31, 2017.

3. The Government shall pay the Lessor annual rent of \$537,183.00 (\$14.57/RSF \$15.40/ABOA) at the rate of \$44,765.25 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$173,195.00 (\$4.96/ABOA \$4.70/RSF), base real estate taxes, and \$5.00 to amortize a tenant improvement allowance of \$174,440.00 (\$1.22/ABOA \$1.15/RSF) at eight percent (8%) annual interest. Operating costs include cleaning, electrical, gas, plumbing, building engineer, security, lawn and landscaping maintenance. Rent checks shall be made payable to: OTR - Renaissance Park, WIP02 - Renaissance, P.O. Box 633262, Cincinnati, Ohio 45263-3262, or in accordance with the provision of an electronic payment of funds.

4. ~~The Government may terminate this lease in whole or in part effective at any time after the _____ full year of occupancy by giving at least _____ 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. INTENTIONALLY DELETED~~

5. This lease may be renewed at the option of the Government, for a FIVE (5) YEAR term at the following annual rental rate of \$539,999.00 (\$14.65/RSF \$15.48/ABOA) at the rate of \$44,999.91 per month in arrears. Provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term. During any such renewal term all other terms and conditions of this lease shall remain and continue to apply during the 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, improvements, alterations, repairs, maintenance, and utilities, set forth in this Lease, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments are included as a component of the rent defined by this lease.

B. **Broker Commission and Commission Credit:** Pursuant to SFO Paragraph 2.3, Broker Commission and Commission Credit, UGL Services Equis Operations Co. (UGL Services) is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.3, [REDACTED], shall be credited to the shell rental portion of the annual rental payments.

NOTE: Commissions are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that which it is provided without consent of the GSA Lease Contracting Officer.

7. **Tenant Improvement Allowance:** The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$174,440.00 (\$1.22/ABOA SF \$1.15/RSF). Such Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor. This Tenant Improvement Allowance is included in the rent and is being amortized at a rate of 8% over the five (5) year firm Lease term. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment" and Paragraph 5.3 "Tenant Improvements Pricing Requirements," provided however that any unused portion of the Tenant Improvement Allowance shall be applied against the rent next due, rather than to reduce the rent over the firm term of the Lease. All tenant improvements shall meet the requirements of the SFO and its attachments.
8. **Government's Percentage of Occupancy:** Pursuant to SFO Paragraph 4.2, the Government's Percentage of Occupancy is 24.55% for tax purposes. The Real Estate Tax Base shall be determined in accordance with SFO Paragraph 4.2(B)(7). If any tax credit is due to the Government as a result of the Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.
9. **Operating Cost:** The operating cost base for term operating costs adjustments is \$173,195.00 or at the base rate of \$4.96 per ABOA SF / \$4.70 RSF, which shall be adjusted annually by the CPI in accordance with SFO Paragraph 4.3.
10. **R/U Factor:** The common area factor is determined to be 1.056, calculated as follows: BRSF/ABOA.
11. **Adjustment for Vacant Premises:** Pursuant to SFO Paragraph 4.4, in the event that the Government vacates any portion of the leased premises the rent will be decreased by \$2.00 per ABOA SF for the vacated area.
12. **Overtime Rate:** Pursuant to SFO Paragraph 4.6, as part of the rental consideration set forth in Paragraph 3 of this SF2, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 5:00 pm, Monday through Friday, excluding Saturdays, Sundays and federal holidays ("Normal Hours Schedule"). Overtime beyond the above-referenced Normal Hours schedule for overtime HVAC shall be provided at the rate of \$0.00 per hour. The foregoing overtime HVAC rates are inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the Leased space and appurtenant areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
13. **Parking:** Thirty-seven (37) reserved on-site parking spaces for Government Official Vehicles are included in the rent as stated in Paragraph 1 of this SF2.
14. **Janitorial Services:** All janitorial services outlined in Paragraph 4.8 of the SFO shall be performed during Normal Hours, at no additional cost to the Government.
15. In the event of any conflict or inconsistency between the SFO, SF2 and the Rider it is agreed that the SF2 and the Rider shall control and govern.
16. This document will not constitute a payment until the date of execution by the Government. As a result, no payments whatsoever are due under this agreement until thirty (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.
17. The following are attached and made a part hereof:
 - A. Rider 1 to Lease - Fire Protection/Life Safety Corrections – 1 page;
 - B. Rider 2 to Lease - Pre-lease Building Security Plan Corrections – 1 page;
 - C. Solicitation for Offers No. OVA2363, 50 pages;
 - D. GSA Form 3517B – General Clauses, 33 pages;
 - E. GSA Form 3518 – Representations and Certifications, 7 pages;
 - F. GSA Form 1364 – Proposal to Lease Space, 2 pages;
 - G. GSA Form 1217 – Lessor's Annual Cost Statement, 2 pages;

- H. Small Business Plan, 13 pages;
- I. Fire Protection and Life Safety Evaluation, 2 pages;
- J. Floor Plan, 1 page;
- K. Site Plan, 2 pages;
- L. ABAAS Compliance Checklist, 17 pages;
- M. Seismic Certificate, 2 pages.

18. The following changes were made in this lease prior to execution: NONE

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

OTR, an Ohio General Partnership, acting as the duly authorized nominee of the Board of the State Teachers Retirement System of Ohio

By: [Redacted Signature]
(Signature)

Stephen A. Mitchell
General Partner

(Printed Name and Title)

Date: 8-29-2012



CONNIE J. GUYER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 8-11-13

8-29-12

IN PRESENCE OF: [Redacted Name]

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

B [Redacted Signature]

Contracting Officer
(Official Title)

LESSOR SA GOV'T [Signature]