

DATE OF LEASE

August 25, 2011

LEASE NO
GS-05B-18327

THIS LEASE, made and entered into this date by and between West Ohio II, LLC

whose address is 101 West Ohio Street, Suite 2000
Indianapolis, Indiana 46204-1970

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 approximately 9,089 rentable square feet (RSF) consisting of 8,111 ANSI/BOMA Office Area square feet (USF) of space located on the tenth (10th) floor of 101 West Ohio Street in Indianapolis, Indiana 46204-1970, as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.

B. Two (2) reserved on-site, secured, structured parking spaces are included in the rent.

C. In accordance with the Common Area Factor as defined in the SFO, the common area factor is established as 1.1206%.

D. In accordance with the Percentage of Occupancy as defined in the SFO, the percentage of Government occupancy is established as 3.48%.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, four (4) years firm, beginning on September 1, 2011 through August 31, 2021, subject to renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$172,691.00 at the rate of \$14,390.92 per month in arrears for Years 1-10. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

West Ohio II, LLC
101 West Ohio Street, Suite 2000
Indianapolis, Indiana 46204-1970

4. The Government may terminate this lease at any time after August 31, 2015 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-18327 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) – 4 Pages
- Solicitation for Offers (SFO No. GS-05B-18327 dated May 6, 2011) — 36 Pages
- Design Guide dated March 9, 2011 – 16 Pages
- Scope of Work – 1 Page
- SFO Amendment No. 1 – 1 Page
- Form 3517B, General Clauses (Rev 11/05) — 33 Pages
- Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages
- Exhibit A, 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.

Page 2 of 2

LESSOR WEST OHIO II, LLC

By: west ohio II Manager Inc., its Managing Member

BY Stephen J. Gleason
(Signature)

[Signature]
(Signature)

IN PRESENCE OF: Melissa Foff
(Signature of Witness)

210 West Rittenhouse Square
Suite 1900
Philadelphia, PA 19103
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Jean Dawson 8/25/11
Jean Dawson

Contracting Officer
(Official title)

9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated July 27, 2011, submitted by the Lessor under SFO No. GS-05B-18327 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
10. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.2 of the SFO, the base cost of services in accordance with Paragraph 4.2 is \$56,741.00 per annum for 9,089 rentable square feet.
11. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 4.1 of the SFO, the Government's percentage of occupancy is 3.48%. The Property Tax Identification Number is 49-11-02-251-132.000-101.
12. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.75 per usable square foot per annum for operating expenses.
13. Pursuant to Paragraph 4.5 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 (7:00 a.m. – 7:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at \$60.00 per hour. In addition, there will be no additional charge for areas requiring 24-hour HVAC service.
14. Lessor shall provide janitorial service within Tenant's space during normal office hours, 7:00 a.m. to 7:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
15. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
16. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED] (b)(4) [REDACTED]. The DUNS number is 141047055.
17. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.
18. Pursuant to Paragraph 4.11 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.

INITIALS: _____ & _____
LESSOR GOVERNMENT

- 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Leased Premises".
24. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED] (see table on the next page). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] 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 [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.

INITIALS:  & 
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4 Firm Term									
Shell									
0	Original (RSF)	Op Costs (RSF)	Amortized Security	Amortized TIs	Free Rent	Shell Gross/SF	Annual Amount	Annual % Change (Shell)	\$/SF Shell Increase
1	\$ 12.76	\$ 6.24	\$ -	\$ -		\$ 19.00	\$ 172,691.00	0.00%	0.00
2	\$ 12.76	\$ 6.24	\$ -	\$ -		\$ 19.00	\$ 172,691.00	0.00%	0.00
3	\$ 12.76	\$ 6.24	\$ -	\$ -		\$ 19.00	\$ 172,691.00	0.00%	0.00
4	\$ 12.76	\$ 6.24	\$ -	\$ -		\$ 19.00	\$ 172,691.00	0.00%	0.00

Lump Sum and Broker Credit Calculation									
Rentable SF	Rental Rate per RSF	Firm Period	Broker %	\$/SF	Total Lump Sum	Rebate	Commission Credit	Broker Commission	
9,089	\$19.00	4							

Total: [REDACTED]

Commission Credit Calculation for SF2

Total Monthly Rent	\$14,390.92
Monthly Shell Rent (Less RE Taxes)	\$7,218.50
# of Months Credit Deducted	2 Month(s)
Monthly Credit	[REDACTED]
Adjusted Shell Rent	\$1,830.54
RE Taxes, Opex, TI & BS	\$7,172.42
Adjusted Monthly Rent	[REDACTED]

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 continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$14,390.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$14,390.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

25. Lessor, in accordance with the Government's Special Requirements, Scope of Work, will perform the following:
- A. Repaint the space throughout.
 - B. Recarpet the space throughout.
 - C. Replace the garbage disposal in the Kitchen.
 - D. Replace the cabinetry in the Kitchen.

Lessor is not providing a Tenant Improvement Allowance for the work listed above. The cost for these items has been captured in the Lessor's Shell rate.

26. Lessor takes, and is granted, exception to the following:

SFO requirements Section 1.10 – Building Shell Requirements:

- A. The Public Restrooms do not meet ABAAS requirements; however they meet the prior ADA code.
- B. Slab to Slap partitions are not installed throughout.

SFO requirements Section 8.5 – Toilet Rooms:

- A. Restrooms do not have floor drains.
- B. There is no shelf located above the lavatory in the Restrooms.
- C. Ceramic tile is currently located on the Wet Wall only in the Restrooms.

INITIALS: [Signature] & [Signature]
 LESSOR & GOVERNMENT

Design Guide, Section IX – Architectural

- A. #3B & C – Currently approximately only half of the areas listed have demising walls from slab to slab.

Design Guide, Section X – Structural

- A. Install a filing system with a Type “2” Filing System. The current space only has a small area that is considered Library Load and will meet the 125 psf requirement but not sure of the size room required.

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