

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

11-25-09

LEASE NO.

LOH18277

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

whose address is

One SeaGate Partners, LLC
250 Broadway
New York, NY 10007

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:

21,628 ANSI/BOMA office area square feet (25,986 rentable square feet) of contiguous thirteenth floor office space, along with two (2) on-site surface parking spaces for the exclusive use of the Government, all located at One SeaGate Center, Toledo, OH 43604 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 15, 2010 through May 14, 2020 subject to termination and renewal rights as may be hereinafter set forth. The commencement date of May 15, 2010 is an estimated beginning date. The commencement date will be established as an amendment to the lease by a Supplemental Lease Agreement if necessary. The lease will then be in effect for 10 years.
3. The Government shall start paying the Lessor annual rent for Years 1-5 of \$681,093.06 at the rate of \$56,757.76 per Month, in arrears, and consists of: shell rent: \$382,277.46 (including real estate taxes of \$53,011.44); operating expenses; \$166,310.40; plus \$132,505.20 in amortized Tenant Improvements. Shell rent shall increase by \$2.00 per Rentable square foot for years 6 through 10.

In Section 3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER; the Lessor agrees to provide up to \$42.08 per ANSI/BOMA Office Area square foot toward the cost of the tenant improvements. In the event the tenant improvement cost is less than that amount, Lessor agrees as outlined in Section 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using an 8.00% amortization rate over 120 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to:

One SeaGate Partners, LLC
250 Broadway
New York, NY 10007

- ~~4. The Government may terminate this lease at any time after ten (10) years, by giving (60) 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.~~
- ~~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~~

INITIALS:

LESSOR

&

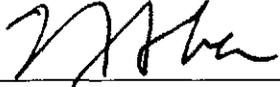
GOVERNMENT

12-89

- 6. The Lessor shall furnish to the Government, as part of the rental consideration, all responsibilities and obligations as defined in this lease which includes the attachments specified in Paragraph 7 below including the following: All services, utilities and maintenance (including janitorial) of the building and grounds. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation of Offers LOH 18277 and other attachments to the Lease, including but not limited to providing at least two on-site parking spaces as well as meeting all handicapped Accessibility and Fire/Life Safety Requirements.
- 7. The following are attached and made a part hereof:
 - (A) Paragraphs 12 through 24 of this lease on pages 3 through 4;
 - (B) Exhibit A Floor Plan;
 - (C) Solicitation For Offers (SFO) LOH18277 dated 3/9/2009, pages 1 through 54;
 - (D) Amendment #1 to SFO LOH18277 consisting of one page;
 - (E) Lease Cost Breakdown Summary (labeled ATTACHMENT # 8) consisting of two pages;
 - (F) ATTACHMENT NO 2. Definitions of Shell and Tenant Improvement consisting of two pages;
 - (G) General Requirements (labeled as ATTACHMENT #9) consisting of nine pages;
 - (H) Document Security Form consisting of ~~three~~^{two} pages;
 - (I) GSA Form 3516A (REV. 12/03) consisting of six pages;
 - (J) GSA Form 3517B (REV. 11/05) consisting of thirty-three pages;
 - (K) GSA Form 3518 (REV. 1/07) consisting of seven pages.
 - (L) Additional Provisions consisting of one page.
- 8. The following changes were made in this lease prior to its execution:
PARAGRAPHS 4 AND 5 OF STANDARD FORM 2 HAVE BEEN DELETED IN THEIR ENTIRITY.
- 9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Revised Offer dated October 30, 2009, submitted by the Lessor under SFO LOH18277. This lease reflects the terms and conditions of the accepted Final Offer.
- 10. The anniversary date for annual escalations and operating cost adjustments will be revised based upon the actual commencement date which will be established as an amendment to the lease by a Supplemental Lease Agreement as stated in the above Paragraph 2.
- 11. The Lessor will complete the tenant improvements in the space making it ready for occupancy no later than 180 working days after receiving the Government's Notice to Proceed. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 120 working days after award.

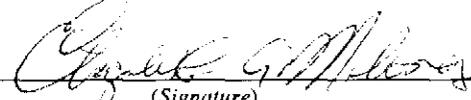
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR One SeaGate Partners, LLC

BY 
(Signature)

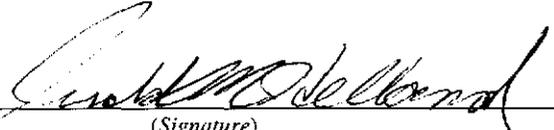
(Signature)

IN PRESENCE OF:


(Signature)

20 Broadway New York, NY
(Address) 10007

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY 
(Signature)

Contracting Officer
(Official title)