

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7/29/11

LEASE NO.

GS-05B-18326

THIS LEASE, made and entered into this date by and between TA Partners, LLC

Whose address is 1530 American Way  
Suite 210  
Greenwood, IN 46143-6478

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 1,507 rentable square feet (RSF) of office and related space, which yields 1,334 ANSI/BOMA Office Area square feet (USF) of space at The Signature Building, 1530 American Way, Greenwood, Indiana 46143-6478 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are two (2) onsite parking spaces for the exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the 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 which is estimated to be approximately April 1, 2012 - March 31, 2022. 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 annual rent at the following rate:

Term Years	Shell Per RSF	Tax	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Amortized Building Specific Sec. Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-5	\$19.94	\$0.59*	\$4.56	\$8.43	\$0.69	\$33.62	\$50,665.34	\$4,222.11
6-10	\$22.94	\$0.59*	\$4.56	\$0.00	\$0.00	\$27.50	\$41,442.50	\$3,453.54

\* The .59 for taxes is included in the shell rent and Government will pay escalations on \$.59 per SFO Paragraph 4.2 and Paragraph 15. *16/11*

Rent for a lesser period shall be prorated. Rent shall be made payable to:

TA Partners, LLC  
1530 American Way  
Suite 210  
Greenwood, IN 46143-6478

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

LESSOR: TA PARTNERS, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

*MARCEL*  
1530 AMERICAN WAY #210  
GREENWOOD, IN 46143  
(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration

4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5<sup>th</sup>) year by giving at least 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 has no renewal options.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, maintenance, space improvements, parking and special requirements. This is a fully-serviced lease in accordance with SFO GS-05B-18326 dated May 11<sup>th</sup>, 2009.
  - B. Build out is in accordance with standards set forth in SFO GS-05B-18326 dated May 11<sup>th</sup>, 2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
  - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
  - A. Solicitation for Offers GS-05B-18326 dated May 11<sup>th</sup>, 2009 (48 pages)
  - B. Amendment 1 dated December 16<sup>th</sup>, 2010 (3 pages)
  - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]) (33 pages)
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (7 pages)
  - E. Exhibit A – Base Plan (1 page)
  - F. Exhibit B – Legal Description (1 page)
8. The following changes were made in this lease prior to execution:

SFO paragraph 3.7 Green Lease Submittals (Aug. 2008) deleted in its entirety and replaced with Amendment No. 1 - Green Lease Submittals (Sept. 2010).

SFO paragraph 8.3 Energy Cost Savings (Aug. 2008) deleted in its entirety and replaced with Amendment No. 1 - Energy Efficiency and Conservation (Sept. 2010).

Attachment No. 2 - Construction Schedule Task Durations - Tenant improvements changed from 60 to 75 days for a new total of 155 days from lease award or sooner for acceptance of space.

9. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$52,210.25 shall be amortized through the rent for five (5) years at the rate of 8%. The total cost of Tenant Improvements for the amortization period shall be \$63,520.05. The rent will be adjusted accordingly based on the actual costs expended for buildout based on the design intent drawings.

10. In accordance with the SFO paragraph 4.2 B.9. entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 3.4%.

11. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$4.56/RSF (\$6,871.92/annum).

12. In accordance with the SFO paragraph 4.1 C. entitled *Common Area Factor*, the common area factor is established as 1.129685 (1,507 RSF/1,334 ANSI BOMA).

13. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space.

LESSOR

BY \_\_\_\_\_

(Initial)

UNITED STATES OF AMERICA

BY \_\_\_\_\_

(Initial)



14. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$28.08 per hour for the entire building or any portion thereof. Overtime shall not be charged during normal building hours of operation or during the hours of operation set forth in the SFO paragraph 4.5 entitled "Normal Hours".

15. Security costs in the total amount of \$4,300.00 shall be amortized through the rent for 60 months at the rate of 8%.

16. In accordance with the SFO paragraph 4.2 entitled "Tax Adjustment," this lease is subject to real estate tax adjustments. The lessor has established the tax base to be \$.59 per rsf or \$889.13 for the Government's portion of space (3.4%) which is calculated as follows: 1,507 rsf./44,423 rsf. = 3.4% of occupancy of the building. The total tax bill is \$6,871.92 per year for 2010 due to Resolution 08-09 of the Greenwood Common Council passed 3/17/2008 of Section 5, which indicates the ownership is entitled to receive a partial abatement of property taxes relative to redevelopment of rehabilitation activities completed before the Economic Revitalization Area" (ERA) designation is terminated. The ERA is for ten (10) years and termination is February 18, 2018. The base for taxes will remain at \$.59 per rsf until 2/18/2018. A new base rate will be mutually agreed upon by the parties.

17. Fees applicable to Tenant Improvements shall not exceed:

General Conditions – 5%

General Contractor – 10%

Architectural/Engineering – \$2.00 per usable square foot

Lessor Project Management Fee – 0%

18. In accordance with Paragraph 2.3 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$30,049.58 / 12 months = \$2,504.13 per month) due and owing 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$4,222.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$4,222.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3:	\$4,222.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

19. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

20. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) 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.

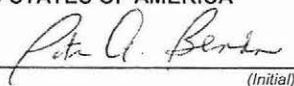
LESSOR

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UNITED STATES OF AMERICA

BY \_\_\_\_\_

  
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21. The Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his official capacity only and not as an individual.

22. The Lessor shall not construct, change, alter, remove or add to the leased premises without prior notification and approval from the General Services Administration. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of the lease or authorized in writing by the GSA Contracting Officer.

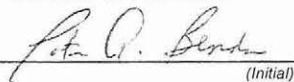
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