

LEASE NO. GS-05B-18851

Succeeding/Superseding Lease
GSA FORM L202 (January 2012)

This Lease is made and entered into between

SSP Properties

("the Lessor"), whose principal place of business is 810 Central Avenue, Anderson, IN 46012, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

600 N. Walnut, Muncie, IN 47305

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning June 16, 2012 and continuing through June 15, 2022,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:



Name: Tim Mustin

Title: Managing Partner

Date: 7/13/12

FOR THE GOVERNMENT:



Allan Broholm

Lease LCO

Date: 8-1-12

WITNESSED BY:



Name: Daphne M. Holtzleiter

Title: property manager

Date: 7-16-2012

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	4
1.01	THE PREMISES (SUCCEEDING) (SEPT 2011)	4
1.02	EXPRESS APPURTENANT RIGHTS (SEPT 2011)	4
1.03	RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)	4
1.04	BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)	5
1.05	TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)	5
1.06	RENEWAL RIGHTS (SEPT 2011)	5
1.07	DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)	5
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)	6
1.09	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)	6
1.10	OPERATING COST BASE (SEPT 2011)	6
1.11	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)	6
1.12	HOURLY OVERTIME HVAC RATES (SEPT 2011)	6
1.13	24-HOUR HVAC REQUIREMENT (APR 2011)	6
1.14	ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)	6
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS	8
2.01	DEFINITIONS AND GENERAL TERMS (SEPT 2011)	8
2.02	AUTHORIZED REPRESENTATIVES (SEPT 2011)	8
2.03	WAIVER OF RESTORATION (APR 2011)	8
2.04	PAYMENT OF BROKER (JULY 2011)	9
2.05	CHANGE OF OWNERSHIP (APR 2011)	9
2.06	REAL ESTATE TAX ADJUSTMENT (SEPT 2011)	9
2.07	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	11
2.08	OPERATING COSTS ADJUSTMENT (APR 2011)	11
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	12
3.01	WORK PERFORMANCE (SEPT 2011)	12
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	12
3.03	BUILDING SHELL REQUIREMENTS (APR 2011)	12
3.04	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	12
3.05	CONSTRUCTION WASTE MANAGEMENT (SEP 2011)	12
3.06	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011)	13
3.07	QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011)	13
3.08	VESTIBULES (SUCCEEDING) (APR 2011)	13
3.09	MEANS OF EGRESS (SEPT 2011)	13
3.10	AUTOMATIC FIRE SPRINKLER SYSTEM (SEPT 2011)	14
3.11	FIRE ALARM SYSTEM (SEPT 2011)	14
3.12	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	14
3.13	ELEVATORS (SEPT 2011)	14
3.14	BUILDING DIRECTORY (APR 2011)	15
3.15	FLAGPOLE (SEPT 2011)	15
3.16	DEMOLITION (SUCCEEDING) (SEPT 2011)	15
3.17	ACCESSIBILITY (FEB 2007)	15
3.18	CEILINGS (SUCCEEDING) (DEC 2011)	15
3.19	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SUCCEEDING) (SEPT 2011)	16
3.20	DOORS: IDENTIFICATION (APR 2011)	16
3.21	WINDOWS (SUCCEEDING) (SEPT 2011)	16
3.22	PARTITIONS: GENERAL (APR 2011)	16
3.23	PARTITIONS: PERMANENT (APR 2011)	16
3.24	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	16
3.25	WALL FINISHES (SEPT 2011)	16
3.26	PAINTING (SEPT 2011)	17
3.27	FLOORS AND FLOOR LOAD (SEPT 2011)	17
3.28	FLOOR COVERING AND PERIMETERS (SEPT 2011)	17
3.29	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	17
3.30	BUILDING SYSTEMS (APR 2011)	17
3.31	ELECTRICAL (SEPT 2011)	17
3.32	ADDITIONAL ELECTRICAL CONTROLS (APR 2011)	17
3.33	DRINKING FOUNTAINS (APR 2011)	18
3.34	TOILET ROOMS (DEC 2011)	18
3.35	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	18
3.36	JANITOR CLOSETS (SUCCEEDING) (SEPT 2011)	18
3.37	HEATING VENTILATION AND AIR CONDITIONING (APR 2011)	19
3.38	HEATING AND AIR CONDITIONING (APR 2011)	19
3.39	VENTILATION (SEPT 2011)	19
3.40	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011)	19
3.41	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	19
3.42	LIGHTING: INTERIOR AND PARKING (SUCCEEDING) (SEPT 2011)	19

3.43	ACOUSTICAL REQUIREMENTS (SEP 2009)	20
3.44	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	20
3.45	SYSTEMS COMMISSIONING (SUCCEEDING) (SEPT 2011)	21
3.46	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)	21
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		21
4.01	SCHEDULE FOR COMPLETION OF SPACE—SUCCEEDING (SEPT 2011)	21
4.02	AS-BUILT DRAWINGS (APR 2011)	21
SECTION 5 TENANT IMPROVEMENT COMPONENTS		22
5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (SEPT 2011)	22
5.02	FINISH SELECTIONS (SUCCEEDING) (SEPT 2011)	22
5.03	DOORS: INTERIOR (SUCCEEDING) (SEPT 2011)	22
5.04	DOORS: HARDWARE (SUCCEEDING) (SEPT 2011)	22
5.05	PARTITIONS: SUBDIVIDING (SUCCEEDING) (SEPT 2011)	22
5.06	WALL FINISHES (SUCCEEDING) (SEPT 2011)	22
5.07	PAINTING (SUCCEEDING) (SEPT 2011)	22
5.08	FLOOR COVERINGS AND PERIMETERS (SUCCEEDING) (SEPT 2011)	23
5.09	HEATING AND AIR CONDITIONING (SUCCEEDING) (SEPT 2011)	24
5.10	ELECTRICAL: DISTRIBUTION (SUCCEEDING) (SEPT 2011)	24
5.11	LIGHTING: INTERIOR AND PARKING (SUCCEEDING) (SEPT 2011)	24
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		25
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SEPT 2011)	25
6.02	UTILITIES (APR 2011)	25
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (SEPT 2011)	25
6.04	UTILITY CONSUMPTION REPORTING (SEP 2011)	25
6.05	HEATING AND AIR CONDITIONING (SEPT 2011)	25
6.06	OVERTIME HVAC USAGE (SEPT 2011)	25
6.07	JANITORIAL SERVICES (SEPT 2011)	26
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	26
6.09	SELECTION OF PAPER PRODUCTS (APR 2011)	27
6.10	SNOW REMOVAL (APR 2011)	27
6.11	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)	27
6.12	MAINTENANCE OF PROVIDED FINISHES (DEC 2011)	27
6.13	ASBESTOS ABATEMENT (APR 2011)	27
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	27
6.15	SCHEDULE OF PERIODIC SERVICES (APR 2011)	28
6.16	LANDSCAPING (APR 2011)	28
6.17	LANDSCAPE MAINTENANCE (APR 2011)	28
6.18	RECYCLING (DEC 2007)	28
6.19	RANDOLPH-SHEPPARD COMPLIANCE (APR 2011)	28
6.20	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2009)	28
6.21	INDOOR AIR QUALITY (DEC 2007)	29
6.22	RADON IN AIR (SUCCEEDING) (SEPT 2011)	30
6.23	RADON IN WATER (AUG 2008)	31
6.24	HAZARDOUS MATERIALS (OCT 1996)	31
6.25	MOLD (AUG 2008)	31
6.26	OCCUPANT EMERGENCY PLANS (APR 2011)	32
6.27	FLAG DISPLAY (APR 2011)	32
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		33

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 11,232 rentable square feet (RSF), yielding 8,791 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.277670%, located on the first floor of the 600 N. Walnut, Muncie, IN 47305 as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: 39 on site surface parking spaces as depicted on the plan attached hereto as Exhibit B.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

- A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	06/16/12-12/15/12		12/16/12-6/15/22	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$88,965.00	\$7.92 ²	\$88,965.00	\$7.92 ²
Tenant Improvements rent ¹	\$0.00	\$0.00	\$13,835.38	\$1.23 ²
Operating Costs	\$73,000.00	\$6.50 ²	\$73,000.00	\$6.50 ²
Building Specific Security ²	\$2,771.00	\$0.25 ²	\$2,771.00	\$0.25 ²
Total Annual Rent	\$164,736.00	\$14.67 ²	\$178,571.38	\$15.90 ²

¹ The Tenant Improvements of \$100,000 are amortized at a rate of 6 percent per annum; the rental rate will not include amortization of the tenant improvement allowance until the completed barrier wall has been inspected and accepted by the Government. After acceptance of the barrier wall, the up to \$100,000 of the cost of said wall will be amortized into the remaining lease term rental payments.

² Rates may be rounded.

- B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

- C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

- D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

3. ~~Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of **XX**), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of **XX** directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.~~

E. Parking shall be provided at a rate of **\$XX** per parking space per month (Structure), and **\$XX** per parking space per month (Surface).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)

A. **UGL Services – Equis Operations** ("Broker") 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. Only [REDACTED] of the Commission, will be payable to **UGL Services – Equis Operations** with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$13,728.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$13,728.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$13,728.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment \$13,728.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

Month 5 Rental Payment \$13,728.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

Month 6 Rental Payment \$13,728.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

Month 7 Rental Payment \$14,880.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.

1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective after ~~MONTH DAY, YEAR~~ by providing not less than **XX** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (SEPT 2011)

This Lease may be renewed at the option of the Government for a term of **XX** YEARS at the following rental rate(s):

	OPTION TERM, YEARS XX-XX	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$XX	\$XX
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM YEAR XX OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **XX** days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	2	C
GSA FORM 3516 SOLICITATION PROVISIONS	1	D
GSA FORM 3517B GENERAL CLAUSES	48	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	F

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease.

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 100 percent. The percentage of occupancy is derived by dividing the total Government space of 11,232 RSF by the total building space of 11,232 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$0.00.

1.10 OPERATING COST BASE (SEPT 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$6.50 per rentable sq. ft (\$73,000.00/annum).

1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$4.79 per ABOA sq. ft. of space vacated by the Government.

1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$6.30 per hour per zone

Number of zones: 1

\$6.30 per hour for the entire space.

1.13 24-HOUR HVAC REQUIREMENT (APR 2011)

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. 24-hour HVAC will be provided by Lessor for the Data Communications Room at no additional charge.

1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Remove existing wallpaper from inside of exterior walls and apply new paint.
- B. New paint throughout space.
- C. Install fence on the north side of the property between the SSA building and the bakery/café parking lots. Fence will be similar to the fence at the south side of the property.

Lessor will include a Tenant Improvement Allowance of \$100,000 to cover the expense of permanent barrier wall work stations which are being designed. Said permanent barrier wall work stations will be a Tenant Improvement that will be paid for by the Government. Once the plans are completed and delivered to the Lessor, the work stations will be constructed within 120 calendar days. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Tenant Improvement

Allowance shall include all the Lessor's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Lessor's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. The Government will provide Design Intent Drawings. It is the successful Lessor's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the remaining portion of the firm term. The Lessor must obtain at least three bids for the desired work and offer the GSA the construction price from the low bidder. The Government and Lessor will hold a pre-construction meeting prior to issuing a Notice to Proceed letter. The rental rate will not include amortization of the tenant improvement allowance until the completed barrier wall has been inspected and accepted by the Government. After acceptance of the barrier wall, the up to \$100,000 of the cost of said wall will be amortized into the remaining lease term rental payments.