

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE
TO LEASE NO. GS-05B-18680		
ADDRESS OF PREMISES URS Tower, 36 East Seventh Street, Cincinnati, Ohio 45202		
THIS AGREEMENT, made and entered into this date by and between URS Tower LLC whose address is: 127 West 25 th Street New York, New York 10001-7207 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows: The purpose of this SLA is to document the Lease Terms, Square Footage, Annual Rent, and Tenant Improvement for lease LOH18680.		
<ol style="list-style-type: none"> 1. Block C. 5515 ⁵¹⁵ square feet of rentable office space on the 19th floor in building known as URS Tower, 36 East Seventh Street, Suite 1910, Cincinnati, Ohio 45202 yielding 4848 ABOA square feet. 2. 3. To have and to hold, for the term commencing on October 1, 2010 and continuing through September 30, 2020 inclusive. The Government may terminate this lease in whole or part at any time on or after September 30, 2015 by giving at least 180 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. 3. Daytime cleaning will be provided between the hours of 6:00AM and 6:30 PM. 4. Lessor Shall provide 16 structured parking spaces in attached garage and addressed in Exhibit A to lease. 		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR URS Tower LLC, Wolf Hotel Member of LLC		
BY <u>WJ</u> (Signature)	<u>member Wolf Hotel</u> (Address)	
IN PRESENCE OF <u>Friedman</u> (Signature)	<div style="background-color: black; width: 100px; height: 20px;"></div> (Address)	
UNITED STATES OF AMERICA		
BY _____ (Signature)	LEASE CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION (Official Title)	

5. Block C. 6. 3626 and Exhibit provided with Best and Final Offer on 09/10/2010 also attached as **Exhibit A- Additional Clarifications of terms.**

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RATE/RSF</u>
Years 1-5	\$194,697.0855	\$16,224.76	\$34.9232
Years 6-10	\$151,858.6110	\$12,654.88	\$27.2392

CPI and tax escalations continue throughout the term of the lease parking **See Exhibit A** for step rent parking rates step

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

URS Tower, LLC
[REDACTED]

6. The tenant build out will conform to the specifications in the Lease and DID's provided to lessor, and are to be provided by the Lessor as part of the Tenant Improvement funds. In accordance with Proposal to Lease space and the Exhibit A of the SFO, the Lessor agrees to provide up to \$239,685 (4848 USF x 49.44/USF) toward the cost of the Tenant Improvements.

The tenant build out cost of \$239,685, (based on \$49.44 per ANSI/BOMA Office Area square foot), is amortized for a period of 5 years at 6.0%. Therefore, the amortized tenant build out costs are \$55,605.4182 per annum or \$9.97741 per rentable square foot.

7. Overtime HVAC is at no cost to the Government \$0

8. For tax puposes the percentage of occupancy is 2.93. For puposes of paragraph 16. Supplemental Requirements page 8. Tax Adjustments. The prorate of the realestate taxes, all taxes billed in a year, including any that may be billed in the year in which the lease is terminated, after the termination of the lease, will be considered as applying to the year in which they are billed and will be prorated accordingly.

9. For the purpose of computing Operating Cost Adjustments in accordance with paragraph 17 of Supplemental Requirements page 10. the cost of services base is \$24,307.00 per annum or \$4.36 RSF, 5.0138 USF, for 5575 RSF/4848 USF of office and related space.

10. DUNS number: 360862747

11. Tax ID# [REDACTED]

All other terms and conditions remain the same.

Lessor WR Government _____

****END of SLA #1 page 2 of 2**

*****Attachment A 3 pages attached**

Exhibit A – Additional Clarification of Terms
GS-05B-18680

[F] The following is a breakdown of the lease rate costs proposed in association with this offer:

GSA-FDA Lease Costs Breakdown

		USF	RSF
FDA Square Footage =		4,848	5,575

Cost Item	Total Annual Cost	Cost/USF/Annum	Cost/RSF/Annum
Five (5) Year Firm Term			
Base Rent (Net) [1]	\$ 69,673.0000	\$ 14.3715	\$ 12.4974
Parking Costs [2]	\$ 31,285.6673	\$ 6.4533	\$ 5.6118
Total Warm Lit Shell Base Rent	\$ 100,958.6673	\$ 20.8248	\$ 18.1092
Real Estate Taxes	\$ 13,826.0000	\$ 2.8519	\$ 2.4800
Operating Expenses (utilities included)	\$ 24,307.0000	\$ 5.0138	\$ 4.3600
Tenant Improvement Allowance [3]	\$ 55,605.4182	\$ 11.4698	\$ 9.9741
Total Gross	\$ 194,697.0855	\$ 40.1603	\$ 34.9232
			\$ 194,697.0855
Five (5) Year Extended Term			
Base Rent (Net)	\$ 78,328.7500	\$ 16.1569	\$ 14.0500
Parking Costs [2]	\$ 35,396.8610	\$ 7.3013	\$ 6.3492
Total Warm Lit Shell Base Rent	\$ 113,725.6110	\$ 23.4583	\$ 20.3992
Real Estate Taxes	\$ 13,826.0000	\$ 2.8519	\$ 2.4800
Operating Expenses (utilities included)	\$ 24,307.0000	\$ 5.0138	\$ 4.3600
Tenant Improvement Allowance [3]			
Total Gross	\$ 151,858.6110	\$ 31.3240	\$ 27.2392

[1] Lessor's costs associated with work required by Gov. under "warm lit shell" are included in the Base Rental rate provided above

[2] - Total of parking costs with annual increases of two and one half percent (2.5%) per annum, total costs over each term period averaged to provide a fixed annual cost

[3] - Tenant Improvement Allowance totaling \$239,685.12 amortized over the five (5) year firm term at an annual interest rate of six percent (6%) per annum, total P&I over term averaged to provide a fixed per annum cost (\$239,685.1200 + \$38,341.9713 interest = \$278,027.0913 / 5 = \$55,605.4182/ annum)

urs tower.gsa GS-05B-18680.lease costs breakdown spreadsheet.09-07-2010