

DATE OF LEASE

March 11, 2010

LEASE NO.

GS-05B-17945

THIS LEASE, made and entered into this date by and between 500 South Front Street Limited Partnership

whose address is 495 South High Street  
Suite 10  
Columbus, Ohio 43215

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 13,930 rentable square feet (RSF) consisting of 12,113 ANSI/BOMA Office Area square feet (USF) of space located on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) floor of The 500 Building, 500 South Front Street, Columbus, Ohio 43215 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.

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

C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.150004%.

D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 9.57%

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a 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. 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 of \$417,760.70 at the rate of \$34,813.39 per month in arrears for Year 1. The annual rent for Years 2-5 will be \$473,480.70 at the rate of \$39,456.73 per month in arrears. The annual rent for Years 6-10 will decrease by \$128,991.80 per year. 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:

500 South Front Limited Partnership  
c/o Eclipse Real Estate Group  
495 South High Street  
Suite 10  
Columbus, Ohio 43215

4. The Government may terminate this lease at any time after the firm term by giving at least one hundred twenty (120) 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~~

JMD

- 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-17945 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 – 27) – 3 Pages
- Solicitation for Offers (SFO No. GS-05B-17945 dated May 24, 2007) — 44 Pages
- Special Requirements – 107 Pages
- Form 3517, General Clauses (Rev 11/05) — 33 Pages
- Form 3518, Representations and Certifications (Rev 1/07) — 4 Pages
- Exhibit A, Floor Plan — 2 Pages

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.

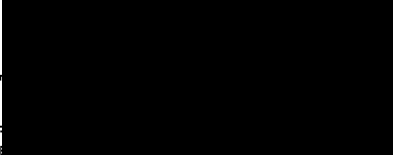
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LESSOR 500 SOUTH FRONT STREET LIMITED PARTNERSHIP

BY  \_\_\_\_\_  
(Signature)

IN PRESENCE OF  \_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY  3/11/10 \_\_\_\_\_  
(Official title) Contracting Officer

9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated January 6, 2009, submitted by the Lessor under SFO No. GS-05B-17945 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
10. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraphs 3.9, 3.10 and 3.11 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 13,200 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$34.50 per usable square foot per annum for year one, \$39.10 for years 2-5 and \$31.90 for years 6-10.

11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 3.7 of the SFO, the base cost of services in accordance with Paragraph 3.8 is \$64,800.00 per annum for 13,930 rentable square feet.
12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 3.5 of the SFO, the Government's percentage of occupancy is 9.57%. The Property Tax Identification Numbers associated with this lease are [REDACTED] and [REDACTED].
13. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.06 per usable square foot per annum for operating expenses.
14. Pursuant to Paragraph 7.3 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. – 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at no charge (\$0 per hour).
15. Lessor shall provide janitorial service within Tenant's space during normal office hours, 7:00 a.m. to 6:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
16. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 1.9 of the SFO, the Lessor agrees to provide up to \$517,709.68 toward the cost of the Tenant Improvements. The tenant build out cost of \$517,709.68 (based on \$42.74 per ANSI/BOMA Office Area square foot) is amortized for a period of sixty (60) months at 9.0%. Therefore, the amortized tenant build out costs are \$128,961.62 per annum or \$9.26 per rentable square foot.

Pursuant to Paragraph 1.10 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 9.0% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 6.0% throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

17. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
18. The Lessor is a Limited Partnership and is not a small business. The Tax Identification Number is [REDACTED]<sup>T(b)(6)</sup>. The DUNS number is 136569733. The signatory authority for Lessor is Kimberly Ulle, Vice President.

INITIALS: JWE & JMO  
LESSOR GOVERNMENT



26. 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".

INITIALS: IWE & [Signature]  
LESSOR GOVERNMENT