STANDARD FORM 2 FEBRUARY 1965 **EDITION** GENERAL SERVICES **ADMINISTRATION** 

## **US GOVERNMENT** LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-05B-18020

THIS LEASE, made and entered into this date by and between River Road Land Company, Ltd.

Whose address is

330 West Spring Street

Suite 500

Columbus, OH 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 considerations hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the following described premises: 1.

A total of 6,465 rentable square feet (RSF) of office and related space, which yields 6,287 ANSI/BOMA Office Area square feet (USF) of space at Grandview Corporate Center, 1160 Dublin Road, Suite 300, Columbus, Ohio 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 twenty (20) onsite parking spaces for the exclusive use of the Government.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the leased premises but not to exceed one-hundred twenty (120) calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth.
  - 3. The Government shall pay the Lessor annual rent at the following rate:

| Term<br>Years | Shell<br>Per RSF | Base<br>Operating<br>Cost<br>Per RSF | Amortized Tenant<br>Improvement<br>Allowance<br>Per RSF | Amortized Building Specific Sec. Per RSF | Rate<br>Per<br>RSF | Annual Rent  | Monthly Rent<br>Payable in<br>Arrears |
|---------------|------------------|--------------------------------------|---|--|--------------------|--------------|---------------------------------------|
| 1             | \$15.23          | \$4.42                               | \$7.86  | \$0.28                                   | \$27.79            | \$179,662.35 | \$14,971.86                           |
| 2             | \$15.49          | \$4.42                               | \$7.86  | \$0.28                                   | \$28.05            | \$181,343.25 | \$15,111.94                           |
| 3             | \$15.74          | \$4.42                               | \$7.86  | \$0.28                                   | \$28.30            | \$182,959.50 | \$15,246.63                           |
| 4             | \$15.99          | \$4.42                               | \$7.86  | \$0.28                                   | \$28.55            | \$184,575.75 | \$15,381.31                           |
| 5             | \$16.24          | \$4.42                               | \$7.86  | \$0.28                                   | \$28.80            | \$186,192.00 | \$15,516.00                           |
| 6             | \$16.50          | \$4.42                               |   |  | \$20.92            | \$135,247.80 | \$11,270.65                           |
| 7             | \$16.75          | \$4.42                               |   |  | \$21.17            | \$136,864.05 | \$11,405.34                           |
| 8             | \$17.00          | \$4.42                               |   |  | \$21.42            | \$138,480.30 | \$11,540.02                           |
| 9             | \$17.25          | \$4.42                               |   |  | \$21.67            | \$140,096.55 | \$11,674.71                           |
| 10            | \$17.51          | \$4.42                               |   |  | \$21.93            | \$141,777.45 | \$11,814.79                           |

<sup>\*</sup>Tax in the amount of \$2.11/RSF is included in the Shell Rate.

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

River Road Land Company, Ltd. 330 W. Spring Street, Suite 500 Columbus, OH 43215

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.

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

Contracting Officer, General Services Administration (Official Title) 'US GOVERNMENT PRINTING OFFICE: 1991-298-952/49179

- 5. This lease has no renewal options.
- 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-18020 dated June 17th, 2010.
  - B. Build out in accordance with standards set forth in SFO GS-05B-18020 dated June 17th, 2010, 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 lease effective date will be established by a Supplemental Lease Agreement. 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.
- The following are attached and made a part hereof:
  - A. Solicitation for Offers GS-05B-18020 dated June 17th, 2010 (52 pages)

  - B. Amendment 1 dated October 5th, 2010 (1 page)
     C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - E. Exhibit A Base Plan (1 page)
  - F. Exhibit B Legal Description (1 page)
- In accordance with the SFO paragraph 3.3 entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$253,994.80 shall be amortized through the rent for five (5) years at the rate of 0%. The total cost of Tenant Improvements for the amortization period shall be \$253,994.80.
- In accordance with the SFO paragraph 4.2 B.9. entitled Percentage of Occupancy, the percentage of Government occupancy is established as 9.11%.
- In accordance with the SFO paragraph 4.3 entitled Operating Costs, the escalation base is established as \$4.42/RSF (\$28,563.00/annum).
- In accordance with the SFO paragraph 4.1 C. entitled Common Area Factor, the common area factor is established as 1.028312391 (6,465 RSF/6,287 USF).
- In accordance with the SFO paragraph 4.4 entitled Adjustment for Vacant Premises, the adjustment is established as \$.88/USF for vacant space.
- In accordance with the SFO Paragraph 4.6 entitled Overtime Usage, the rate for overtime usage is established as \$0.00 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".
- Security costs in the total amount of \$8,897.00 shall be amortized through the rent for 60 months at the rate of 0.00%.
- In accordance with the SFO paragraph 4.2 entitled "Tax Adjustment," this lease is subject to real estate tax adjustment. The base amount is established as \$13,657.00. The percentage of occupancy is 9.11%.
- 16. Fees applicable to Tenant Improvements shall not exceed:

General Conditions - 0% General Contractor - 7.5% Architectural/Engineering - \$1.00 per usable square foot Lessor Project Management Fee - 0%

| LESSO | R | <u> </u> |           | UNITED STATES OF AMERIÇA |
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The shell rental portion of the annual rental payments (\$98,461.95 / 12 months = \$8,205.16 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full 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: \$14,971.86 minus prorated Commission Credit of equals adjusted First Month's Rent

Month 2: \$14,971.86 minus prorated Commission Credit of equals adjusted Second Month's Rent

Month 3: \$14,971.86 minus prorated Commission Credit of equals adjusted Third Month's Rent

- 18. 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.
- 19. 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.

BY UNITED STATES DE AMERICA

BY (Initial)

(Initial)