STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-18.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7-15-10

GS-05B-18612

THIS LEASE, made and entered into this date by and between

whose address is

TOLEDO OFFICE INVESTMENT LLC 121 W. Trade Street Ste 2020 Charlotte, NC 28202-1161

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:

18,295 rentable square feet (RSF) yielding 15,809 ANSI/BOMA Office Area usable square feet (USF) of 10th floor office space, along with three (3) on-site surface parking spaces, located at 433 Summit Street, Toledo, OH 43604-2638 as indicated on the attached floor plan exhibit to the lease, to be used for such purposes as determined by the General Services Administration.

The total square feet above is made up of two blocks of space:

Block A being 14,495 usf, 16,669 rsf Block B being 1,414 usf, 1,626 rsf

It is agreed that effective 12/31/2010. Block B will no longer be leased and droped form this lease.

This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO GS-05B-18612, which is attached to and made a part of this lease.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years / five (5) years firm, beginning on August 1, 2010. It is agreed that lease GS-05B-16264 will terminate without penalty on the date prior to the date this lease becomes effective.
- The Government shall pay the Lessor annual rent as follows:
 8/1/10 12/31/10: \$286,382.00 per year, \$23,863.50 per month (\$18.00/usf, \$15.65/rsf)
 1/1/11 7/31/15: \$280,910.00 per year, \$21,742.50 per month (\$18.00/usf, \$15.65/rsf)
 8/1/15 7/31/20: \$289,900.08 per year, \$24,158.34 per month (\$20.00/usf, \$17.40/rsf)

Total rent above is comprised of Shell rent (\$12.60/usf,\$10.95/rsf for the period 8/1/10 - 7/31/15: \$14.60/usf, 12.70/rsf for the period 8/1/15-7/31/20) and operating costs of \$5.40/usf (\$4.70/rsf) subject to annual escalation pursuant to SFO GS-05B-18612 section 4.3.

In Section 3.2 TENANT IMPOROVEMENTS INCLUDED IN OFFER (AUG 2008), the Lessor agrees to provide up to \$15.00 per BOMA usable square foot toward the cost of the tenant improvements (\$15 x 15,909 usf = \$238,635.00). The scope of work for tenant imporovements, with resulting agreeable cost, will be documented in a Suplemental Lease Agreement The actual amount amortized over the remaining firm at 6% interest will be added to the above monthly rent payments after acceptance of the improvements. Rent checks shall be made payable to:

TOLEDO OFFICE INVESTMENT, LLC. c/o Allegiance Realty Corp. 121 W. Trade St., Suite 2020 Charlotte, NC 28202-1161

COMPUTER GENERATED FORM (10/91)

EXCEPTION TO SF-2 APPROVED BY GSA / IRMS 1285

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Lease GS-05	B-18612		
Toledo, OH			
Page 2 of 4			
notice in	writing to the Lessor and no rental shall ac	on or after 8/1/15 of this lease by giving at leas crue after the effective date of termination. Sai e date of mailing notice via overnight mail service	id notice
rentals, p lease terr	rovided notice be given in writing to the Less n or any renewal term; all other terms and co	rnment, for the following terms and at the foot of the sor at least days before the end of the enditions of this lease shall remain the same namensing with the day after the date of mailing.	-original
6. The Le	essor shall furnish to the Government, as pa	rt of the rental consideration, the following:	
(A)	All services, utilities and maintenance (inc in the Solicitation of Offers GS-05B-18612	luding janitorial) of the building and grounds as pand attachments hereto.	provided
(B)	The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18612 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to, providing 3 on-site parking spaces as well as meeting all Handicap Accessibility and Fire/Life Safety Requirements.		
7. The fo	llowing are attached and made a part hereof	s.	
(A)	Paragraphs 8 through 20, on pages 3 through	ugh 4 of this lease;	
(B)	Solicitation for Offers (SFO) No. GS-05B-1818612 dated 5/4/10, pages 1 through 53;		
(C)	SFO Attachment No. 1: Lease Costs Breakdown Summary consisting of 2 pages;		
(D)	SFO Attachment No. 2: Definition examples of Shell and Tenant Improvement consisting of 2		
	pages;		-
(E)	SFO Attachment No. 3: General Requirements consisting of 11 pages;		
(F)	SFO Attachment No. 4: Document Security Form consisting of 3 pages;		
(G)	Exhibit A Block Plan		
(H)	GSA Form 3517B (REV. 11/05) consisting of 33 pages;		
(1)	GSA Form 3518 (REV. 7/04) consisting of 7 pages.		
(J)	GSA From 3516A (REV. 12/03) consisting	g of 6 pages.	
IN WITNESS \ written.	MHEREOF, the parties hereto have hereunto	o subscribed their names as of the date first above	/e
LESSOR:			
			i
BY			
IN PRESENCE OF:	(Signature) Jeffrey What Christopher R. Smith	(Signature)	
		Christopher R. Smith	
		c/o Allegiance Realty Corporation 121 West Trade Street Ste. 2020	n İ
		Charlotte, NC 28202	<u> </u>
		(Address)	
UNITED STATES OF	AMERICA GENERAL SERVICES ADMINIS	STRATION	
		Contracting Officer	j
	18.	(Official title)	
STANDARD FORM 2	(1.37.0000)		EPTION TO SF-2
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- The following changes were made in this lease prior to its execution: Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety.
- 9. The date of this lease will be the date this contract is fully executed representing the Government's acceptance of the Lessor's Best and Final Offer dated 6/4/10, submitted by the Lessor under SFO GS-05B-18612.
- 10. The rent is subject to annual operating cost adjustments in accordance with Section 4, Paragraph 4.3 OPERATING COSTS (SEP 09) of Solicitation for Offers No. GS-05B-18612 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$85,909.00, which is approximately \$5.40 per usable square foot (\$4.70 per rentable square foot). This amount will change to 78,276.00 effective 1/1/11 to reflect the size change.
- 11. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 4.2 TAX ADJUSTMENT (AUG 2008) (A through D)of Solicitation for Offers No. GS-05B-18612 within this lease, The Government will occupy 6.34% of the net usable square foot area of the building. The identification real estate tax number for the property is to be provided. The tax portion of the original shell rent will not be used as the actual tax used for future adjustments.
- 12. Pursuant to Section 3, Paragraph 4.4 of SFO GS-05B-18320 (ADJUSTMENT FOR VACANT PREMISES, in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$0.90 per usable square foot per annum for operating expenses.
 - 13. If heating or cooling is required by the Government on an overtime basis (outside Tenants working hours 7:00 a.m.- 6 p.m. except Saturday, Sunday and Federal Holidays), it shall be provided at an additional cost to the Government of \$100.00 per hour. This does not include electric to operate the suplimental HVAC unit maintaining a cool temperature in the computer room. Janitorial service pursuant to SFO GS-05B-18612 shall be provided during Tenant's normal working hours but outside those hours the office is open to the public.
- 14. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the Contracting Officer of the General Services Administration or his/her designee.
- 15. 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 the lease. The Government assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.
- 16. All terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and Government prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
- 17. 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 or her Official capacity only, and not as an individual.

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- 18. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
 - (I) Evidence of the transfer of title.
 - (ii) A letter from successor Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from prior Lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of cwnership transfer.
 - (IV) The IRS tax identification number of the new owner. Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.
- 19. The Lessor's DUNS Number is 808386655. The Lessor's Federal Tax ID number is
- The Lease Common Area Factor is between usable and rentable squrare feet is 1.14998.

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