

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 15,909 <sup>structure</sup> ANS/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 dropped from 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.

2. 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.

3. The Government shall pay the Lessor annual rent as follows:

8/1/10 - 12/31/10: \$286,362.00 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 imporvements, with resulting agreeable cost, will be documented in a Supplemental 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


Lease GS-05B-18612

Toledo, OH

Page 2 of 4

- 4. The Government may terminate this lease at any time on or after 8/1/15 of this lease by giving at least 90 day 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 notice via overnight mail service.
- 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.~~
- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - (A) All services, utilities and maintenance (including janitorial) of the building and grounds as provided in the Solicitation of Offers GS-05B-18612 and attachments hereto.
  - (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 following are attached and made a part hereof:
  - (A) Paragraphs 8 through 20, on pages 3 through 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;
  - (I) GSA Form 3518 (REV. 7/04) consisting of 7 pages.
  - (J) GSA Form 3516A (REV. 12/03) consisting of 6 pages.

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

LESSOR: 

BY \_\_\_\_\_  
(Signature) *Jeffrey Wittek*

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

IN PRESENCE OF:   
*Christopher R. Smith*

*Christopher R. Smith*  
c/o Allegiance Realty Corporation  
121 West Trade Street Ste. 2020  
Charlotte, NC 28202  
\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION



\_\_\_\_\_  
Contracting Officer  
(Official title)



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 ownership 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 [REDACTED]
20. The Lease Common Area Factor is between usable and rentable square feet is 1.14998.

INITIALS: CB & J  
LESSOR GOVERNMENT