

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE (For Gov't Use ONLY)

LEASE NO.

GS-05B-18064

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

whose address is Fedcar Company, Ltd.
c/o Carnegie Management and Development Corporation,
27500 Detroit Road, Suite 300
Westlake, Ohio 44145

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:

110,531 rentable square feet of office and related space which yields 99,107 ANSI/BOMA square feet of office space with 122 inside secured parking spaces. The facility will be constructed on that certain real property located at 86th and Allisonville Road, Indianapolis, IN, as legally described in the deed attached hereto, and as described in the offeror's proposal. Such facility described herein, together with the real property shall be hereinafter collectively referred to as the "Leased Premises". The Leased Premises are to be constructed in accordance with the concept plans and concept drawings dated September 18, 2008 and December 11, 2008. The premises will be constructed in accordance with the provisions of Solicitation for Offers GS-05B-18064 in it's entirety.

The Leased Premises may be used for such purposes as determined by the General Services Administration.

2. THE GOVERNMENT SHALL HAVE AND HOLD said premises with their appurtenances for the term beginning on January 7, 2011, and ending on January 6, 2026, subject to termination rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$2,895,912.00 at the rate of \$241,326.00 per month in arrears (\$26.20 per rentable square foot). Commencing with year 2 of the lease (13th month), the base rent shall increase by \$1,558,487.00 (\$14.10 per rentable square foot). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Fedcar Company, Ltd.
27500 Detroit Road, Suite 300
Westlake Ohio, 44145

* See top of page 3 for breakdown of rent.

4. ~~The Government may terminate this Lease at any time on or after _____, by giving at least _____ 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.~~
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~~

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

LESSOR: FEDCAR COMPANY, LTD.

BY _____
(Signature)

Dr. Rustom R. Khouri, President
(Signature)

IN PRESENCE OF: _____
Christina Brezovsky
(Signature)

27500 Detroit Road, Suite 300
Westlake, Ohio 44145
(Address)

UNITED STATES OF AMERICA by the GENERAL SERVICES ADMINISTRATION

BY Brian J. Krasowski
(Signature) (Official title)

Contracting Officer

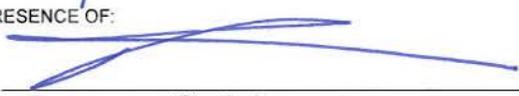
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- Design, development, construction, finance and management of the Leased Premises in accordance with the provisions of this Lease.
 - All services, utilities, maintenance and other operations as set forth elsewhere in this Lease.
 - All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18064, as amended, 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:
~~The General Provisions and Instructions (Standard Form 2 - A _____ edition).~~
 Attachment to SF-2, paragraphs 10 -45
 Lease GS-05B-18064, including the Program of Requirements, Room Data Matrix and Legend Amendments Number 12-15 (incorporated in Lease GS-05B-18064)
 GSA Form 3517B, 33 pages
 GSA Form 3518, 7 pages
 Appendix A - Final Revised Proposal Design Plans, dated 9/18/2008 and 12/11/2008 , 7 pages
 Appendix B - Lessor's Management Plan, 20 pages
 Appendix C - Unit Cost for Adjustments, 3 pages
 Appendix D - Security Unit Price List, 2 pages
 Appendix E - CSI Summary Report, 2 pages
 Appendix F - LEED-NC Project Checklist, 6 pages
 Appendix G -Davis-Bacon Wage Determination Information, 29 pages
 Appendix H - Warranty Deed for the Leased Premises, 22 pages
8. The following changes were made in this Lease prior to its execution:
 The following paragraphs have been deleted in their entirety from the SF-2 of this Lease:
 Paragraphs 4 and 5
- The following paragraphs have been deleted in their entirety from the Solicitation for Offers:
 Paragraphs 1.2, 1.3; Paragraphs contained in Section 2.0, Paragraphs 3.1 through 3.7
9. The date of this award, February 12, 2009, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Revised Proposal dated December 11, 2008, submitted by the Lessor under SFO GS 05B-18064 and all attachments. This Lease reflects the terms and conditions of the accepted Final Revised Proposal.

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

LESSOR: Fedcar Company, Ltd.

BY  _____
 (Signature)

Dr. Rustom R. Khouri, President
 (Signature)

IN PRESENCE OF:
 _____
 (Signature)
 Robert Berryhill

27500 Detroit Road, Suite 300
 Westlake, Ohio 44145

 (Address)

UNITED STATES OF AMERICA by the GENERAL SERVICES ADMINISTRATION

BY  _____
 (Signature)
 Brian J. Krasowski

Contracting Officer

 (Official title)

*** Paragraph 3 of the SF-2 Continued**

It is mutually agreed the following rates apply in payment of this lease for year 1. The shell will increase as stated below for year 2-15.

YEAR 1	\$ PER ANSI/BOMA (99,107sq. ft.)	\$ PER RENTABLE (110,531 sq. ft.)	ANNUAL DOLLAR AMT
Shell	\$7.98	\$7.16	\$790,471.00
Real Estate Taxes*	\$3.12	\$2.80	\$309,487.00
Operating Costs*	\$6.67	\$5.98	\$661,400.00
T.I Allowance	\$3.95	\$3.54	\$391,167.00
Bldg Specific Security	\$6.28	\$5.63	\$622,720.00
T.I. Security	\$1.22	\$1.09	\$120,667.00
TOTAL	\$29.22	\$26.20	\$2,895,912.00

YEARS 2-15	\$ PER ANSI/BOMA (99,107 sq. ft.)	\$ PER RENTABLE (110,531 sq. ft.)	ANNUAL DOLLAR AMT
Shell	\$23.71	\$21.26	\$2,348,959.00

Shell Rent shall increase by \$1,558,487.00-(\$2,348,959.00 less \$790,471.00)

*Refer to Paragraphs 19 and 20 of this SF-2 for future escalation clauses.

10. The Lessor's team members assembled to meet the overall responsibilities and obligations under this contract are:
- Developer – Fedcar Company, Ltd.
 - Lead Architect – Richard Fleischman
 - General Contractor – Carbone Construction

It is mutually agreed the following represents the team members:

- Rustom R. Khouri, Developer
- Robert Berryhill, Project Manager
- Richard Fleischman, Lead Design Architect
- Richard Fleischman, Interior Design
- John Dregalla, Construction Project Manager
- Steve Javorek, Construction Project Field Superintendent

11. It is acknowledged that the composition of the team was a material factor in the selection of the Lessor for award of this Lease. Other individuals selected to the Lessor's team must have an [redacted] security clearance prior to having access to any procurement information. The following information must be supplied to the Contracting Officer for any new team member to have their security clearances processed:
- Full legal name
 - Birth date (including year)
 - Social Security Number

12. It is mutually agreed that personnel providing any services including cleaning and construction personnel, must receive additional security clearances from GSA and [redacted]

13. The Government acknowledges the following information for Fedcar Company, LTD.:

The DUNS Number is 198335841.

The Employer Identification Number (EIN) /Taxpayer Identification Number (TIN) is [redacted]

14. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 form herein above, 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 the provision of Paragraphs 4.8, 4.9 and 4.10 in the Lease.

If the actual number of ANSI/BOMA square feet differ 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 actual amount of ANSI/BOMA area delivered the per annum rental referred to in Paragraph 3 herein above shall be adjusted according to the rates set forth in Paragraph 3.

15. It is mutually agreed the Final Revised Proposal provides for 110,531 rentable square feet of space which yields 99,107 ANSI/BOMA square feet of space. However, both parties acknowledge the maximum rentable square footage under the Lease shall not exceed 110,531 square feet. Rent will not be paid for delivery of any space in excess of 110,531 rentable square feet of space.
16. It is mutually agreed the common area factor for the Leased Premises shall be 1.12% based upon 99,107 ANSI/BOMA square feet.
17. The effective date of January 7, 2011, stated in Paragraph 2 of this Lease, is the estimated Lease commencement date. If the actual date of substantial completion of the space is different from this date, then the actual effective date of the Lease will be established by Supplemental Lease Agreement. The Lease term will be fifteen years firm, computed from the actual effective date. The anniversary date for operating cost escalations under Paragraph 4.6 of the Lease will coincide with the actual effective date of the Lease. All building systems, including the security systems, must be tested, approved and operational thirty (30) days prior to delivery of the Leased Premises as ready for occupancy by the Government. This testing and certification of the systems shall be performed by an independent contractor hired by the Lessor and approved by the Contracting Officer.
18. For the purposes of operating cost escalation, in accordance with Lease Paragraph 4.6, the base rate will be \$6.67 per ANSI/BOMA square foot, \$5.98 per rentable square foot, \$661,400.00 annual amount.
19. For the purposes of real estate tax reimbursements, in accordance with Lease Paragraph 4.4, your estimated real estate taxes for the first 12 months full assessment will be \$2.80 per rentable square foot, \$309,486.80.00 annual amount. The lessor maintains all risk associated with estimated taxes. The actual base will be established by the actual assessment per the lease.
20. It is mutually agreed the percentage of occupancy for the lease is 100%.
21. If there is a need to make an adjustment for vacated premises in accordance with Paragraph 4.14 of the Lease, the rental rate reduction shall be \$2.50 per rentable square foot.
22. It is mutually agreed there will be a charge of \$34.00 per hour per floor for HVAC beyond normal working hours of 7:00 AM to 5:00 PM, except Saturdays, Sundays, and Federal holidays, except where 24 hour HVAC is to be provided. The first 600 hours of HVAC OT per year is included in the annual rent.
23. It is mutually agreed the Lessor will fund as part of the rental, all 24/7 operating requirements based on the POR and room matrix. The 24/7 areas will be separately metered at the Lessor's expense. \$110,000 per annum in year 1 has been allocated toward 24/7 operating. If the Government wishes to expand the 24/7 area square footage, the increased cost associated with the additional area (above and beyond the \$110,000 escalated per the lease, will be the responsibility of the Government. The increased cost associated with any additional 24/7 areas requested by the Government shall be calculated based on the actual current operating cost of existing metered 24/7 areas.
24. It is mutually agreed that daytime cleaning is required and the tenant agency personnel must be present in the office while the space is cleaned.
25. It is mutually agreed the Lessor will provide all Lease (SFO/POR) requirements in addition to the special requirements as stated in the lease, which will be further identified on the design intent drawings. These special requirements are included in the amortized cost per square foot in the proposal.
26. The unit costs for adjustments are listed in Appendix C of the Lease. These unit costs will remain valid and in effect through the construction period and one full year after occupancy of the Leased Premises.
27. The security unit prices are listed in Appendix D of the Lease. These costs will remain valid and in effect through the construction period and one full year after occupancy of the Leased Premises.
28. In the event of change orders, Lessor agrees to the following procedures:
 - a) The General Conditions will be 4.5% of the total subcontractors costs.
 - b) The General Contractor's fee will be 4.5 % of the total subcontractor's costs.
 - c) The Architectural/Engineering fees will be 5% total construction cost.
 - d) The Lessor's Project Management fee will 4.5% of the total subcontractors costs.
 - e) All requests for change orders shall be in writing from the General Services Administration's (GSA) Contracting Officer.
 - f) Price quotations shall be supplied to the requestor within one week of the written request.
 - g) Notification of change orders status shall be given within three weeks of the date the price quotation was received.



- h) Without written approval from the GSA Contracting Officer, no change order should be processed. If a change order is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for the change order and compliance to the terms of Lease GS-05B-18064.
29. It is mutually agreed the Lessor shall provide the following presentation boards to the Contracting Officer within 15 days of award. The boards shall be securely mounted on three (3) sets of 30 inch by 40 inch presentation surfaces, mounted on rigid boards, not to exceed 1/2" in thickness.
- a) Contextual Site Plan (Fully Colored)
 - b) Illustrative Site Plan (Fully Colored)
 - c) Security Plan (Fully Colored)
 - d) Floor Plans for all Levels (Fully Colored)
 - e) All Exterior building elevations (Fully Colored)
 - f) Three Exterior Perspectives (Fully Colored)
 - g) Interior Perspective (Fully Colored)
 - h) Additional Boards identified in Factor 2 and 3.
30. Pursuant to Paragraphs 4.15 (SFO), 4.16 (SFO), 3.2 (POR) and 3.5 (POR), of the Lease, the Lessor must provide the Contracting Officer evidence of the following items:
- A. Within 10 days after award of the contract:
 - (1) A tentative construction schedule giving dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date.
 - B. Within 15 days after award of the contract:
 - (1) A full, unedited copy of the awarded construction contract with a firm completion date as reflected in the construction schedule.
 - C. Within 30 days after award of the contract:
 - (1) A revised design and construction schedule.
 - (2) A firm commitment of funds in an amount sufficient to perform the work (Total Development Cost of approximately \$39,754,242.00)
 - D. Within 45 days after award of the contract:
 - (1) The finalized construction schedule.
 - E. Within 60 days after award of the contract:
 - (1) Shell and core layout drawings to the Government for review.
 - F. Within 30 days of completion and Government's approval of the 95% construction drawings:
 - (1) Issuance of a building permit covering construction of the improvements.
31. The Lessor will comply with all construction and development requirements of the City of Indianapolis, Indiana. Furthermore, the Lessor will meet all Fire and Life Safety requirements as stated in the Lease contract, along with meeting all local codes specified in local standards.
32. The Lessor's "Management Plan" as submitted with the offers dated June 30, 2006, is hereby incorporated in the lease and is herein referenced as Appendix B. The attached 20 pages represents the management services to be provided under the contract. These services do not supersede the required services listed in Section 8 of this Lease contract. If conflicts occur, the more stringent provision will apply.
33. The Lessor shall be prepared to and shall properly dispose of any inert wastes or hazardous waste and toxic substances which are discovered on the site in accordance with Federal Regulations (40 CFR 261-268) and all other applicable Federal, State and Local laws at no additional cost to the Government.
34. Upon space acceptance, the Lessor shall provide the GSA Contracting Officer with copies (hard and electronic, pdf preferred) of all instruction manuals, warranties, and maintenance schedules for all building systems, including but not limited to roof, elevators, furnace, HVAC units, etc.
35. It is mutually agreed the Lessor will obtain, at a minimum, a LEED-NC Certified rating. The proposed LEED-NC Version 2.1 Registered Project Checklist, submitted with the offer dated September 18, 2008, is herein located in Appendix F.
36. The Government acknowledges the total proposed construction cost of \$30,708,352.00 (offer dated December 11, 2008). It is mutually agreed the Lessor will allow the Government latitude in redistributing costs from one area to another with no increase in the overall construction cost. The CSI Summary Report is herein located in Appendix E.
37. It is mutually agreed that the main office building and annex will be surrounded by a perimeter vehicle barrier that is inside the property line and is at a minimum of 100 feet, 0 inches from the nearest façade



of either building. This minimum distance will be maintained if the Government elects to implement the proposed expansion plan anytime during the lease term.

38. It is mutually agreed the rate of interest amortized in the rent for the initial tenant improvements is 7%.
39. It is mutually agreed the Government is not responsible for any remaining residual balance of the tenant improvements upon termination of the lease firm term.
40. The Government acknowledges the cost for the SD1000 anti-eavesdropping film for the entire main facility and bullet resistant glass on the exterior east entrance elevation are included in the proposed construction budget and rental rate.
41. It is mutually agreed the parking garage will be fully protected by an automatic sprinkler system and have a fire alarm and detection system installed. This is included in the proposed construction budget and rental rate.
42. It is mutually agreed that there will be NO exceptions taken to any of the General Clauses, Requirements, Program of Requirements or Solicitation Package under this procurement.
43. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
44. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease contract.
45. It is agreed to by the parties hereto that all the 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 the Government prior to execution of this Lease are not applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

MJK

LESSOR _____

GOVT _____

initial date

initial date

