

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

04/12/10

LEASE NO.

GS-05B-18514

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

whose address is 3155 Elbee Road
Moraine, Ohio 45242

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:

10,000 occupiable square feet of warehouse space which equates to 10,000 rentable square feet at 3155 Elbee Road Moraine, Ohio will be made available for the Government's use. The space is located on the first floor to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2010 through March 31, 2013, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$32,500.00 at a rate of \$2,708.33 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Elbee Road Investors, LTD



4. The Government may terminate this lease at any time on or after March 31, 2012, by giving at least 120 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~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

ALL SERVICES AND UTILITIES, MAINTENANCE OF SYSTEMS, JANITORIAL SERVICES RESPONSIBILITIES AND OBLIGATIONS AS NOTED AND SPECIFIED IN SOLICITATION FOR OFFER NUMBER GS-05B-18514.

7. The following are attached and made a part hereof:

Standard Form 2 (SF2) – 2 pages
Attachment to SF2 – Security Document – 2 pages
SFO – 22 pages
3517B – 33 pages
3518 – 7 pages
Drawing depicting the space

GS-05B-18514

8. All parties agree hereto that all terms and conditions of the Lease as expressly contained herein represent the total obligations of the Lease between the Lessor and Government. Any agreements, written or oral, between the Lessor and the Government prior to execution of the Lease are not applicable or binding. This agreement is binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
9. The Contracting officer represents the General Services Administration as agent with authority to enter into the lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.
10. It is agreed that GS-05B-18514 is a full service lease.
11. It is agreed that there will be no operating costs or taxes will be paid during the term of the lease.
12. It is agreed that the usable/rentable square foot rate will be \$3.25.
13. It is agreed that the common area factor is 1.000.
14. The lease commencement date is estimated to be April 1, 2010 referred to as "occupancy date". The effective date of GS-05B-18514 shall be the date the space has been inspected by GSA and determined to be fully prepared to be occupied. If necessary, the lease shall be amended by Supplemental Lease Agreement after field measurement to establish the actual effective date.
15. The date of this lease award, March 4, 2010, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated March 2, 2010, submitted by the Lessor under SFO-05B-18514. This lease reflects the terms and conditions of the accepted Best and Final Offer.

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

LESSOR ELBEE ROAD INVESTORS, LTD

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY ZLATA I. GODSEL

(Signature)

Contracting Officer

(Official title)