

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-05B-16937

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

W. David Shannon  
JDL-Dayton, LLC  
whose address is 260-A Greyhound Ct.  
P.O. Box 1395  
Winston-Salem, NC 27101

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:

A, Newly Construction Facility with approximately 214,065 net usable square feet equating to 217,394 net rentable square feet of warehouse, office and related space at the new National Archives and Records Administration Building, located at Kingsridge Drive, in Dayton, Ohio. The Common Area Factor is 1.015551. The space will be adjusted up or down to reflect the actual square foot measurement. The space is located on the first (1<sup>st</sup>) floor of a one- (1) story building. Forty-five (45) on site inside secured parking spaces for use by Tenant for personnel, furnishing, and equipment are included.

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 July 1, 2002 through June 30, 2022, with phased occupancy accepting space one bay per quarter, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$6.85 net rentable square feet for 217,394 net rentable square feet of space equating to \$1,489,148.90 per annum, at the rate of \$124,095.74 per Month in arrears once the Government occupies the space at 100%. Occupancy will be phased and space will be accepted in phases as follows:

July 1, 2002 – 1<sup>st</sup> Warehouse and Loading Dock, November 1, 2002 – 2<sup>nd</sup> Warehouse Bay and Office Space, March 1, 2003 – 3<sup>rd</sup> Warehouse Bay, July 1, 2003 – 4<sup>th</sup> Warehouse Bay, November 1, 2003 5<sup>th</sup> Warehouse Bay. Rent checks shall be made payable to:

JDL-DAYTON, LLC  
P.O. BOX 1395  
WINSTON-SALEM, OHIO 27101

4. The Government may terminate this lease at any time on or after June 30, 2017, by giving at least Ninety (90) 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 WHICH INCLUDE JANITORIAL SERVICES, HEATING, INCLUDING, PLUMBING, AIR CONDITIONING, AND MISCELLANEOUS SERVICES, AND SPACE IMPROVEMENTS AS SPECIFIED IN SOLICITATION FOR OFFERS AND AMENDMENT NO. 1, WHICH INCLUDES THE SPECIAL REQUIREMENTS AND SECURITY REQUIREMENTS.

The cost of electric current for lighting and operating of office appliances and machines will also be included in the rental rate. The lessor is responsible for all other utility consumption.

Also, as a part of the rental consideration, the Lessor shall meet the responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-16937 as amended, Special Requirements and other attachments to the lease.

Forty-five on site reserved secured parking spaces for the Government at no additional cost is included in the rental rate.

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

SF-2 (2 pages)  
Attachment A (5 pages)  
Solicitation for Offers (44 pages)  
GSA Form 1364 Best & Final Offer (2 pages)  
GSA Form 1362 Proposal (8 pages)  
1217 (2 pages)  
3516 (6 pages)  
Certificate of Procurement Integrity (1 page)  
3517 (26 pages)  
3518 (5 pages)  
Safety and Environmental Management Form (2 pages)  
Special Requirements (10 pages)  
36 CFR Part 1228 Subpart K (17 pages)  
36 CFR Part 1228, Appendix B (3 pages)  
Security Requirements (12 pages)

8. The following changes were made in this lease prior to its execution:  
Amendment No. 1 (3 pages)

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

LESSOR W. DAVID SHANNON - JDL-DAYTON, LLC

BY

*W. David Shannon*  
(Signature)

*W. David Shannon*

*W. David Shannon*  
(Signature)

IN PRESENCE OF

*Pamela L. Moorefield*  
(Signature)

*P.O. Box 1395 Winston Salem, NC 27102*  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

*Deborah D. Orkowsky*  
DEBORAH D. ORKOWSKI  
(Signature)

*10/22/94*  
Contracting Officer  
(Official title)