U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

GS-05B-18181

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 8,176 rentable square feet of office and related space located at the Tech II Dow Circle, Strongsville, OH for occupancy not later than November 1, 2010 for a term of five (5) year/ two (2) years firm. Rentable space must yield a minimum of 7,859 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within 90 days after receipt of approved layout drawings.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)										
X HEAT X ELECTRICITY X POWER (Special Equip.)		X TRASH REMOVAL X CHILLED DRINKING WATER X AIR CONDITIONING	X ELEVATOR SERVICE X WINDOW WASHING Frequency 1X YEAR	X INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS X PAINTING FREQUENCY	OTHER (Specify below)					
X	WATER (Hot & Cold) SNOW REMOVAL	X TOILET SUPPLIES X JANITORIAL SERV. & SUPP.	X CARPET CLEANING Frequency Every 3 years	Space <u>Every 3 years</u> Public Areas						
3.	OTHER REQUIREMENTS NA									
		bject to the terms and conditionesentations and Certification		ewhere in this solicitation, ir	ncluding the Government's					
4.	BASIS OF AWARD									
		THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65 1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."								
	☐ SIGNIFICANTLY M☐ APPROXIMATELY☐ SIGNIFICANTLY LI	OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING SIGNIFICANTLY MORE IMPORTANT THAN PRICE APPROXIMATELY EQUAL TO PRICE SIGNIFICANTLY LESS IMPORTANT THAN PRICE (Listed in descending order, unless stated otherwise):								

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	PART II - OFFER	(To be co	mpleted by Offeror/O	wner)						
A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT										
5. NAME AND ADDRESS OF BUILDING (Include		6. LOCATION(S) IN BUILDING								
Tech II		a. FLOOR(S)		b. ROOM NUMBER(S)						
8300 Dow Circle			1		NA					
Strongsville, OH 44136-1760				d. TYPE						
			c. RENTABLE SQ. FT. 8,176	OTHER (Specify)						
		l	WAREHOUSE							
To have and to hold, for the term cor	mmencing on November	1, 2010 an	a continuing through (October 31, 20	15 inclusive. I	he Government may				
terminate this lease in whole or in part	at any time on or after O	ctober 31,	2012, by giving at leas	t sixty (60) day	's notice in writing	ng to the Lessor. No				
rental shall accrue after the effective d	ate of termination. Said n	otice shall	be computed commen	cing with the da	ay after the date	of mailing.				
C. RENTAL										
Rent shall be payable in arrears and v 15th day of the month, the initial rental period of less than a month shall be pr	payment shall be due on									
7. AMOUNT OF ANNUAL RENT	9. MAKE CHECKS PAYABLE	E TO (Name a	nd address)							
\$194,452.00	Technology II, LLC									
8. RATE PER MONTH \$16,204.33										
\$16,204.33 One Cleveland Center Suite 2800 Cleveland, OH 44114										
10a NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)										
Andrew Kartalis, Managing Membe	Andrew Kartalis, Managing Member Technology II, LLC 25505 Halburton Road, Beachwood, OH 44122									
10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN P	ROPERTY OF		-	_					
	216-831-2263 X OWNER			AUTHORIZED AGENT OTHER (Specify) 13. TITLE OF PERSON SIGNING						
12. NAME OF OWNER OR AUTHORIZED AGEN Andrew Kartalis	<u>'</u>		Managing Membe		II, LLC					
14. SIGNA		15. DATE		16. OFFER F	REMAINS OPEN UN	ΓΙL 4:30 P.M.				
		100	her 3,2010	, NA						
		V <131	ner 3,2010			(Date)				
	PART III - AWAR	D (To be d	ompleted by Governi	ment)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Your offer is hereby accepted. This (b) Representations and Certifications,	s award consummates the consummates to the Government's General Consummates and the consummates are the consummates and the consummates are the co	he lease v neral Claus	which consists of the ses, and (d) the following	following docu ng changes or a	uments: (a) the	is GSA Form 3626, or agreed to by you:				
 Attachment A to 3626 (1 page) Supplemental Lease Requirements (22 pages) Attachment 1: Minimum Lease Security Standards (3 pages) Attachment 2: Lease Cost Breakdown (1 page) Exhibit A: Drawing of Leased Space 										
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.										
17a. NAME OF CONTRACTING OFFICER (Type of	or Print)	17b. SIGNA	TURE OF CONTRACTING O	FFICER	17c. DA	TE				
Joanne Ladwig						0/5/10				

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- 18. For the purpose of computing Operating Costs Adjustments in accordance with Paragraph 4.2 of the Supplemental Lease Requirements, the base of services is \$5.53 per rentable square foot for 8,176 rentable square feet of space.
- 19. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with the terms of Paragraph 4.11 of the Supplemental Lease Requirements, the Governments percentage of occupancy is 14.56%. The Property Tax Identification Numbers are 395-12-006.
- 20. In the event the Government vacates the space in whole or in part prior to lease expiration, the rental rate will be reduced by \$2.75 per rentable square foot per annum for operating expenses.
- 21. The Contracting Officer represents the General Services Administration as an agency 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.
- 22. 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 any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agency before execution of this contract unless that understanding or representation is expressly stated in the Lease.
- 23. It is agreed 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 are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
- 24. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer of their designee. The Government occupant IS NOT authorized to administer this Lease and GSA assumes no responsibility for any cost incurred by the Lessor expect as provided by the terms of this Lease or authorized in writing by the Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs and alterations. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

Init.: Lesson: // Govt.: 97