

DATE OF LEASE: 1/22/10 LEASE NO **LOH18331**

THIS LEASE, made and entered into this date by and between **Schwerkoske Family, LLC**, whose address is 2927 McCord Road, Suite 200, Toledo, OH 43615-1752

and whose interest in the property is hereinafter described as that of owner hereinafter called the Lessor for the premises described below 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:

1,523 rentable square feet of office and related space which yields 1,523 ANSI/BOMA office area square feet. The Common Area Factor is 1.0000. The leased property is located at 1090 West South Boundary, Perrysburg, OH 43551-5234. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto).

Parking for eight (8) reserved spaces shall be included in the rent rate at no additional charge to the Government.

Said premises 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 will be leased for a term of ten (10) years, five (5) years firm term, beginning no later than August 8, 2010 through August 7, 2020, subject to any renewal rights as may be hereinafter set forth.

The Government may terminate Lease No. LOH18331 after the firm term of five (5) years on ninety (90) days written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date.

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

Years 1-5	RSF Rate	USF Rate	Annual Rate	Monthly Rate
Shell rent (excl. taxes)	\$ 12.780	\$ 12.780	\$ 19,463.940	\$ 1,621.995
T.I.s	\$ 8.430	\$ 8.430	\$ 12,838.890	\$ 1,069.908
Current Taxes	\$ 1.981	\$ 1.981	\$ 3,017.063	\$ 251.422
Parking Total	\$ -	\$ -	\$ -	\$ -
<b>Base Rent</b>	<b>\$ 23.191</b>	<b>\$ 23.191</b>	<b>\$ 35,319.893</b>	<b>\$ 2,943.324</b>
Operating Costs	\$ 6.440	\$ 6.440	\$ 9,808.120	\$ 817.343
Other Costs	\$ -	\$ -	\$ -	\$ -
<b>Full Service Rent</b>	<b>\$ 29.631</b>	<b>\$ 29.631</b>	<b>\$ 45,128.013</b>	<b>\$ 3,760.668</b>
<b>Years 6-10</b>				
Shell rent (excl. taxes)	\$ 12.500	\$ 12.500	\$ 19,037.500	\$ 1,586.458
T.I.s	\$ -	\$ -	\$ -	\$ -
Current Taxes	\$ 2.170	\$ 2.170	\$ 3,304.910	\$ 275.409
Parking Total	\$ -	\$ -	\$ -	\$ -
<b>Base Rent</b>	<b>\$ 14.670</b>	<b>\$ 14.670</b>	<b>\$ 22,342.410</b>	<b>\$ 1,861.868</b>
Operating Costs	\$ 6.440	\$ 6.440	\$ 9,808.120	\$ 817.343
Other Costs	\$ -	\$ -	\$ -	\$ -
<b>Full Service Rent</b>	<b>\$ 21.110</b>	<b>\$ 21.110</b>	<b>\$ 32,150.530</b>	<b>\$ 2,679.211</b>

Rent and Operating Cost passthroughs for a lesser period shall be prorated. CPI and tax escalations shall continue throughout the term of the lease.

Rent checks shall be made payable to:

Schwerkoske Family, LLC  
 2927 McCord Road, Suite 200  
 Toledo, OH 43615-1752

~~4. The term of this lease shall be for five (5) years firm.~~

~~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 labor, materials, equipment, fees, utilities, construction drawings (including without limitations, plans and specifications), construction costs and services and all other costs and expenses related thereto or necessitated thereby in connection with the design, construction, and installation of the building and improvements identified in Solicitation For Offers No. LOH18331 and its attached Special Requirements.
    - i. Tenant Improvement shall be all alterations for the Government demised area from existing conditions of the leased space. The Tenant Alteration Allowance shall be \$35.07 per ANSI/BOMA Office Area square feet. Such alterations shall be described and identified in the drawings used to construct the Government demised area, as stated in SFO No. LOH18331.
    - ii. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the tenant improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease, as stated in Section 3.3 of SFO No. LOH18331.
  - B. All services, utilities, maintenance and other operations as set forth elsewhere in this lease.
  - C. All responsibilities and obligations as defined in the SFO No. LOH18331 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
  - D. Parking for eight (8) reserved, spaces shall be included in the rent rate at no additional charge to the Government.

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

- U.S. Government Lease For Real Property, Standard Form 2, Attachment A (Paragraphs 9 – 30) – 4 Pages
- Solicitation for Offers (SFO) LOH18331 — 53 Pages
- Amendment Number 1 to SFO LOH18331 – 1 Page
- Physical Security Requirements/Specification and Space Requirements Questionnaire for FDA Facilities – 22 pages
- Form 3517B, General Clauses — 33 Pages
- Form 3518, Representations and Certifications — 8 Pages
- Exhibit A – Floor Plan of Leased Space – 1 page

8. The following changes were made in this lease prior to execution:

Paragraphs 4 & 5 were deleted in their entirety without substitution.

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

LESSOR

BY \_\_\_\_\_

(Signature)

IN PRESENCE OF \_\_\_\_\_

2927 McLeod Rd Toledo  
(Address) OH 43615

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY: \_\_\_\_\_

(Official title)

9. The date of this lease, \_\_\_\_\_, 2009, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best And Final Offer dated October 28, 2009 submitted by the Lessor under Lease No. LOH18331 and all attachments. This Lease reflects the terms and conditions of the accepted Best And Final Offer.
10. Pursuant to Paragraph 5.11 of SFO No. LOH18331, Construction Drawings will be due from the Lessor within fifteen (15) working days from the Government's approval of Design Intent Drawings, which the Lessor will develop within thirty (30) working days from award. The space will be constructed and ready for occupancy within sixty (60) working days from the Government's issuance of the Notice to Proceed as stated in Section 5.11(E) of the Lease No. LOH18331. The space will comply with the handicap accessibility requirements and the fire and life safety requirements of the Lease.
11. The actual effective date of occupancy shall be established by Supplemental Lease Agreement. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
12. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein 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 provision 4.1 in the Lease. However, it is mutually agreed that that the total ANSI/BOMA office area square feet may not fall below the minimum limitation of 1,523 ANSI/BOMA office area square feet as stated in Amendment No. 1 to SFO No. LOH18331. If the actual number of ANSI/BOMA square feet differs 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 rate referred to in Paragraph 3 hereinabove shall be adjusted according to the rates set forth in Paragraph 3.
13. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of Lease No. LOH18331, the cost of services base is \$9,808.12 per annum or \$6.44 per rentable square foot for 1,523 square feet of rentable office and related space.
14. For tax purposes, the percentage of occupancy is 8.15. For purposes of subparagraph 4.2(C), concerning proration of the real estate taxes, all taxes billed in a year, including any that may be billed in the year in which the lease is terminated, after the termination of the lease, will be considered as applying to the year in which they are billed and will be prorated accordingly.
15. Lessee acknowledges and agrees that Lessee shall pay Lessor \$100.00 per day for the entire leased space for HVAC services provided outside normal business hours, which the parties agree are between 8:00 am and 7:00 pm, Monday through Friday. HVAC overtime charges only apply when the agency specifically requests HVAC service for their personal use.
16. Lessor shall provide janitorial service within Tenant's space Monday thru Friday, between the operating hours of 8:30 am and 4:30 pm.
17. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the Lease, the Lessor agrees to provide up to \$53,411.61 toward the cost of the Tenant Improvements. The tenant build out cost of \$53,411.61 (based on \$35.07 per ANSI/BOMA Office Area square foot) is amortized for a period of 5 years at 7.5%. Therefore, the amortized tenant build out costs are \$12,843.11 per annum or \$8.43 per rentable square foot. Pursuant to Paragraph 3.3 of the Lease, in the event the Tenant Improvement Cost is less than the amount provided above,

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the Lessor agrees to refund such difference in the form of reduction of base rent using a 7.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (5 years). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 7.5% throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

18. The Lessor must comply with all construction and development requirements of the City of Perrysburg, Ohio. Furthermore, the Lessor will meet all Fire and Life Safety requirements as stated in the Lease, along with meeting all local codes specified in local standards.
19. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
20. The Lessor is a Limited Liability Company (LLC) and is a small business. The Tax Identification Number is [REDACTED]. The Lessor's DUNS number is 788658776.
21. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.
22. 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 the successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
  - (III) A letter from the 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 for 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.
23. 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.
24. 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 agents before execution of this contract unless that understanding or representation is expressly stated in the Lease.
25. 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 Government prior to execution of this Lease

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are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

26. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by 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, alterations and overtime services. Additionally, rent will not be paid for occupancy in whole or in part except for the term specified herein.
27. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Leased Premises".
28. Commission credits will be applied to the shell rent of the lease and rental payments shall be reduced by that amount in the first months of the lease term until all credits have been applied. The reduction of rent will not apply to any Operating Costs or Tenant Improvements that are included in the gross rental rate. Rental payments for Operating Costs and Tenant Improvements will be paid in accordance with the terms and conditions of the lease at commencement. Commission payment and the commission credit have been negotiated by Jones Lang LaSalle, representing GSA. Commissions to Jones Lang LaSalle for this lease are negotiated at five percent [REDACTED] of the aggregate lease value over the total firm term of the lease for a total dollar value of [REDACTED]. It is the agreement between the government, landlord, and Jones Lang LaSalle that 32% of the total commissions (equaling [REDACTED]) negotiated for this lease will be applied to the shell rent and was evaluated in the Present Value Analysis prior to the award of the lease. Lessor will pay the remaining commission amount, or [REDACTED] to Jones Lang LaSalle. Payment of commission to Jones Lang LaSalle shall occur fifty percent (50%) at lease award and fifty percent (50%) at occupancy of Government tenant. Per the Jones Lang LaSalle commission agreement, commission shall be adjusted based upon the mutually agreed field measurement of square footage upon occupancy. After occupancy, no additional commissions are to be paid to Jones Lang LaSalle for this leasing transaction other than that identified in the SF-2 and attachments or as formally documented in a Supplemental Lease Agreement. Schedule for the government's commission credit, via rental reduction is as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit To be applied	Adjusted Monthly Rent Payment
Month 1	\$3,760.668	\$1,621.995	[REDACTED]	[REDACTED]
Month 2	\$3,760.668	\$1,621.995	[REDACTED]	[REDACTED]
Month 3	\$3,760.668	\$1,621.995	[REDACTED]	[REDACTED]
Month 4-60	\$3,760.668	\$1,621.995	\$0.00	\$3,760.668

29. By signing this Lease Government acknowledges and agrees that Lessor has provided all information and completed all studies and certifications required by Government as preconditions of Government's accepting the Leased Premises from Lessor.



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30. Any notices required or permitted under this Lease shall be delivered in person or by first class mail as follows:

To Government: U.S. General Services Administration  
Attn: Tina Church  
Lease Contracting Specialist  
230 South Dearborn Street, Suite 3300  
Chicago, Illinois 60604

To Lessor: Schwerkoske Family, LLC  
Attn: James Schwerkoske  
2927 McCord Road, Suite 200,  
Toledo, OH 43615-1752

or at such other address as either party designates in writing to the other.

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