

DATE OF LEASE

6-16-10

LEASE NO

GS-05B-18332

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

IRONTON SSA, LLC

whose address is

8755 CREIGHTON DRIVE  
POWELL, OHIO 43065-6500

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:

6,500 square feet of rentable office space in a single-story, single-tenant building located at 613 Vernon Street Ironton, Ohio 45638. The usable office area square footage is 5,871.

Twenty-two (22) surface parking spaces are available, on site, to the Government, its visitors and employees, at no additional cost. All space 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 of ten (10) years, ten (10) years firm, beginning upon substantial completion and Government acceptance of the finished space estimated to be May 1, 2011. The actual commencement date of this lease, along with any applicable termination rights, shall more specifically be set forth in a Supplemental Lease Agreement (SLA) upon the substantial completion and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent of \$234,840.00 at the rate of \$19,570.00 per month in arrears for the years 1-10 subject to annual operating cost escalations pursuant to SFO GS-05B-18332. Rent consists of \$16,662.33 per month for shell/base rent, operating expenses, real estate taxes and parking, and \$2,907.67 per month for Tenant Improvements, which are amortized over the initial 120 months of the lease including an annual interest rate of 8.0%. Rent for a lesser period shall be prorated.

In Section 1.8, HOW TO OFFER, the Lessor agrees to provide up to \$40.82 per BOMA usable square foot toward the cost of the tenant improvements. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 8.0% amortization annual interest rate over 120 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

IRONTON SSA, LLC  
8755 CREIGHTON DRIVE  
POWELL, OHIO 43065-6500

4. The term of this lease shall be for ten (10) years, ten (10) 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 Lesser 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 cleaning, services, utilities, maintenance, space improvements, and Special Requirements as specified in the attached Solicitation for Offers GS-05B-18332 attached to this lease as described in Section 7. THIS IS A FULLY SERVICED LEASE.

INITIALS:

  
LESSOR

&

  
GOVERNMENT

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

- U.S. Government Lease For Real Property, Standard Form 2 — 2 Pages
- U.S. Government Lease For Real Property, Standard Form 2, Attachment A (Paragraphs 8 – 28) – 3 Pages
- Solicitation for Offers (SFO) GS-05B-18332 — 54 Pages
- Attachment No.1 Lease Costs Breakdown Summary — 1 Page
- Attachment No.2 Shell and TI examples – 4 pages
- Attachment No. 3 General Requirements - 11 pages
- Attachment No. 4 Document Security Form – 3 pages
- Attachment No. 5 Security Unit Price List
- Amendment No. 1 to SFO – 1 Page
- Form 3516 Solicitation Provision - 5 Pages
- Form 3517B, General Clauses — 33 Pages
- Form 3518, Representations and Certifications — 5 Pages
- Davis Bacon Wage Rates.
- Exhibit 1, Site Plan — 1 Page
- Exhibit 2, Block Plan — 1 Page
- Exhibit 3, Elevation drawings.

Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18332 and other Attachments to the lease referenced in this Paragraph 7.

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

LESSOR IRONTON SSA, LLC

BY

[Redacted signature]

[Redacted signature]

IN PRESENCE OF:

[Redacted signature]

[Redacted signature]

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

GERALD KOS

[Redacted signature]

(Official title)



8. The following changes were made in this lease prior to its execution:
  - a. Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety.
  - b. Paragraphs 8 through 23 have been added and the following clauses of the SFO have been amended and documented in SFO Amendment 1 attached.
  - c. SFO Section 3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008) Sub-Paragraph (C). All references to LEED certification are hereby deleted and not applicable.
  - d. SFO Section 3.6 BUILDING AND SITE INFORMATION SUBMITTALS (AUG 2008) Sub-Paragraph A (10) is hereby deleted in its entirety. Vending Facilities are not required.
  - e. SFO Section 3.7 GREEN LEASE SUBMITTALS (AUG 2008) Sub-paragraphs A (1-3) are hereby deleted in their entirety.
  - f. All references to LEED certifications or qualifications are hereby deleted from this SFO and no longer applicable.
9. Lessor agrees to provide \$40.82 per usable square foot ( $\$40.82/\text{usf} \times 5,871 \text{ usf} = \$239,654.22$ ) at 8.0% interest over ten (10) years = \$34,892.04 or \$5.94 per usable square foot or \$5.37 per rentable square foot for each of the ten (10) years toward the cost of improvements.
10. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using an interest rate of 8.0%. The refund shall be a credit to base rent equally amortized for Years 1 through 10 of the term.
11. The date of this Lease is the date this contract is executed by the Government as a result of the Government's acceptance of the Lessor's Final Proposal Revision submitted by the Lessor March 1, 2010 under SFO GS-05B-18332. This lease reflects the terms and conditions of the accepted Final Proposal Revisions.
12. The actual effective date of the lease commencement 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 and any termination rights shall be adjusted to coincide with any revised actual effective date.
13. For the purpose of computing Operating Cost adjustments in accordance with Section 3, Paragraph 3.7 of SFO GS-05B-18332, this lease has a cost of services base of \$49,367.00 per annum or \$7.59 per rentable square feet for 6,500 square feet of rentable office space. This equates to a rate of \$8.41 per usable square foot.
14. For the purpose of computing Real Estate Tax adjustments in accordance with Section 3, Paragraph 3.5 of SFO GS-05B-18332, it is agreed that the Government occupies 100% of the Building of which the Government shall pay taxes when they exceed the base year taxes as defined in GS-05B-18332 section 3.5. The identification number for the property will be provided when it is determined.
15. Pursuant to Section 3, Paragraph 3.13 of SFO GS-05B-18332, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$3.00 per usable square foot per annum for operating expenses.
16. Pursuant to Section 7, Paragraph 7.3 of SFO GS-05B-18332, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours on Monday through Friday (7:00 a.m. – 6:00 p.m.), except Saturday, Sunday and Federal Holidays ("Normal Hours"), at a rate of \$17.00 per hour. Excluding HVAC electric for tenant's computer room which is not deemed "Overtime Usage".
17. Lessor shall provide janitorial service within Tenant's space during Tenant's working hours 7:00 a.m. – 6:00 p.m., Monday through Friday, except Saturday, Sunday and Federal Holidays, but outside the hours that the office is open to the public.

INITIALS:  &   
LESSOR & GOVERNMENT

18. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, for Lessor's consideration.
19. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED]<sup>b)(6)</sup>. Its DUNS number is 962435538.
20. The Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.
21. All questions pertaining to this lease agreement shall be referred in writing to the General Service Administration Contracting Officer. This contract is between GSA and [REDACTED]<sup>b)(6)</sup> Fronton, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.**
22. 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 "Premises".
23. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First full Month's Rental Payment \$19,570 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second full Month's Rental Payment \$19,570 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third full Month's Rental Payment \$19,570 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth full Month's Rental Payment \$19,570 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT



24. The total net usable square foot area referred to in Paragraph 1, is subject to adjustment, but may not be less than the minimum 5,592 ANSI/BOMA Office Area square footage nor should exceed the maximum 5,871 square feet limitation defined in the Solicitation for Offers NO GS-05B-18332. Should there be any adjustments in the usable square footage delivered, that has been determined through mutually agreed field measurement, the per annum total rental referred to above shall be adjusted on the basis of \$40.00 per usable square foot per annum. The lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease.

25. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the success in interest and change the payee for rent or other payments:

- (I) Evidence of the transfer of title.
- (II) A letter from successor Lessor (transferee) assuming, approving and adopting the lease and agreeing to be bound by its terms.
- (III) A letter from 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 of 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 the new owner(s) upon final settlement of the estate.

26. The Lease Common Area Factor is 1.10713 (5,871 usable office square feet multiplied by 1.10713 equals 6,500 rentable square feet of space).

27. Attached to this lease are the Department of Labor wage labor rates for Lawrence County, Ohio at the time the lease was awarded. As required by Paragraph 1.20, of the Solicitation for Offers GS-05B-18332, which is made part of this Lease, the Lessor is required to pay prevailing wage rates established for the construction area, as determined by the Department of Labor. It is the Lessor's responsibility to determine what the current wage rates are at the time of construction in the area of the construction for the Department of Labor and to use those rates to comply with Paragraphs 1.20 of the Solicitation for Offers GS-05B-18332.

28. Lessor Acknowledges that the site, block and elevation plans submitted by Lessor and attached to this Lease as Exhibits 1, 2 and 3 showing shell windows and doors, are subject to change by the Government, within reason, to aid in the design of the space leased.

INITIALS:  &   
LESSOR GOVERNMENT