

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

2-18-11

LEASE NO.

GS-05B-18348

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

whose address is

CHAGRIN SEAFOOD, LLC
26300 Chagrin Boulevard
Beachwood, OH 44122-4229

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 total of 8,357 ANSIBOMA Office Area Square Feet (9,060 Rentable Square Feet) of office space in a single story building to be constructed at 3591 Park East Drive, Beachwood, Ohio 44122-4301 as depicted on the demising floor plan labeled Exhibit "A" attached hereto and made a part hereof, together with fifty (50) onsite, surface parking spaces.

This is a fully serviced lease, which includes tenant improvements, security costs, real estate taxes, operating costs and parking, as specified in SFO GS-05B-18348, which is attached to, and is part of this lease.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 15, 2012, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of January 15, 2012 is an estimated beginning date. The actual commencement date will be established as an amendment to the lease by a Supplemental Lease Agreement, if necessary. The lease term is ten (10) years.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears. Annual rent is \$361,765.80 at the rate of \$30,147.15 per month (\$39.93 per rentable square foot / \$43.28 ANSIBOMA office area square foot, rounded). Rent for Years 1 -10 consists of \$25,197.07 per month; rounded, for shell/base rent, operating expenses, real estate taxes, parking, TI overhead and fees with \$4,302.89 per month in Tenant Improvements and \$647.20 per month in Building Specific Security costs, which were amortized over 120 months at an annual interest rate of 8.9%. Rent for a lesser period shall be prorated.

4. In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$40.82 per ANSIBOMA office area 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 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, the Government will adjust the rental rate downward to off-set the difference. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement.

5. Rent checks shall be made payable to:

CHAGRIN SEAFOOD, LLC
26300 Chagrin Boulevard
Beachwood, OH 44122-4229

6. ~~The Government may terminate this lease at any time on or after by giving at least ___ 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.~~

7. ~~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 service, utilities and maintenance (including janitorial) of the building and grounds as provided in the lease and attachments hereto.
- (B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18348 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to providing a minimum of fifty (50) on-site surface parking spaces as well as meeting all Handicap Accessibility and Fire/Life Safety Requirements.

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

- A. SF-2 Portion of the Lease
- B. Continuation of SF-2, Lease No. GS-05B-18348 (pages 3-6)
- C. Solicitation for Offers GS-05B-18348 dated October 7, 2010 including all attachments:
 - 1) Attachment No.1, Lease Costs Breakdown (pages 1-2)
 - 2) Attachment No.2, SFO TI/Shell Guide (pages 1-4)
 - 3) Attachment No.3, General Requirements (pages 1-11)
- D. SFO Amendment No. 1 issued January 4, 2011 (pages 1-2)
- E. GSA Form 3517 (rev. 11/05) (pages 1-2)
- F. GSA Form 3518 entitled Representation and Certifications (Rev. 1/07) (pages 1-7)
- G. Demising floor plan labeled Exhibit "A".
- H. Labor Wage Rates (pages 1-3)

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

Paragraphs 6 and 7 of Standard Form 2 have been deleted in their entirety.

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

LESSOR:

BY _____
J
IN PRESE

[Redacted signature and name of Lessor]

[Redacted signature and name of Government representative]

(Address)

UNITED STATES OF AMERICA - FEDERAL SERVICES ADMINISTRATION

BY

[Redacted signature of Leasing Contracting Officer]

Leasing Contracting Officer

(Official title)

9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revisions dated January 18, 2011, submitted by the Lessor under Solicitation for Offers GS-05B-18348. This lease reflects the terms and conditions of the accepted Final Revised Offer.
10. The anniversary date for annual escalations and operating cost adjustments will be revised based upon the actual commencement date, which will be established as an amendment to the lease by a Supplemental Lease Agreement as stated in the above Paragraph 2.
11. The Lessor will construct and build out the space per the requirements in the Solicitation for Offers GS-05B-18348 and its attachments, so as to be ready for occupancy no later than two hundred seventy (270) days after receiving the Government's Notice to Proceed with Tenant Improvements. The Government shall deliver layout drawings and necessary finish selections to the Lessor within one hundred twenty (120) working days from the date of this lease.
12. The total ANSIBOMA office area square foot area referred to in Paragraph 1 is subject to adjustment but may not exceed the maximum limitation nor the minimum usable requirement defined in the Solicitation for Offers. Should there be any adjustments in the square footage delivered that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$40.82 per ANSIBOMA office area square foot. If necessary, the lease shall be amended by Supplemental Lease Agreement after actual field measurement is performed in order to establish the square footage and annual rental in compliance with the terms of the lease. Should the leased space offer more than the maximum usable square footage required under Solicitation for Offers GS-05B-18348, the Government will not adjust the annual rental for any usable square footage above the maximum usable square footage. Should the leased space not offer the minimum usable square footage required in SFO GS-05B-18348 this lease may be declared null and void by the Government, with no further obligation on the part of either party.
13. In accordance with Solicitation for Offers GS-05B-18348, Paragraph 1.12 (BUILDING SHELL REQUIREMENTS) (AUG 2008), the annual shell cost is established as \$222,728.16 yielding \$24.5837 per rentable square foot (\$26.6517 per ANSIBOMA office area square foot) which is included in the rental rate in Paragraph 3, for years 1-10 of the lease.
14. Common Area Factor (CAF) is established as 1.08 or 8% rounded, based on 9,060 RSF AND 8,357 ANSIBOMA office area square foot.
15. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3, Paragraph 4.2, TAX ADJUSTMENT (AUG 2008) (A through D) of Solicitation for Offers No. GS-05B-18348 within this lease, the Government will occupy 100 percent of the net usable square foot area of the entire building. The Lessor estimated \$50,000.00 for the first year real estate taxes which is included in the annual rental as stated in this SF-2. The Identification Number for the Real Estate Parcel occupied under this lease is 742-29-3.
16. The rent in Section 3, within this lease, is subject to annual operating cost adjustments in accordance Paragraph 4.3, OPERATING COSTS (AUG 2008) of Solicitation for Offers No. GS-05B-18348. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$79,636.62, which is approximately \$9.5293 per ANSIBOMA office area square foot, \$8.7899 per rentable square foot.
17. If heating or cooling is required by the Government on an overtime basis, it shall be provided at an additional cost to the Government of \$40.00 per hour. Cost for areas requiring 24/7 HVAC is established as \$.75 per ANSIBOMA office area square foot, annually.

INITIALS: _____ & _____
LESSOR GOVERNMENT

18. In accordance with Solicitation for Offers GS-05B-18348, Paragraph 4.4, ADJUSTMENT FOR VACANT PREMISES, the adjustment is established as \$5.72 per rentable square foot (\$6.20 per ANSIBOMA office area square foot).
19. In accordance with Solicitation for Offers GS-05B-18348, Paragraph 4.8, JANITORIAL SERVICES, cleaning services requiring access to the Government's leased space shall be performed during tenant working hours. Personnel performing cleaning services shall be employed with a licensed company. The employing company shall ensure that the employee is bonded and has been fingerprinted and a local agency check for a criminal record is completed.
20. In accordance with Solicitation for Offers GS-05B-18348, Paragraph 5.15, WAIVER OF RESTORATION, the Lessor hereby waives all restoration rights.
21. In accordance with Solicitation for Offers GS-05B-18348, Paragraph 9.7, RADON IN AIR, testing for radon to be complete not later than 150 days after award.
22. In accordance with Solicitation for Offers GS-05B-18348, Paragraph 9.8, RADON IN WATER, if the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
23. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the Contracting Officer of the General Services Administration or his/her designee.
24. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer the lease. The Government assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.
25. The Government shall have total flexibility in the layout of the interior office space including the placement of all SSA's and Lessor's rooms (i.e. the mechanical room, janitor closets, etc, public and employee restrooms and drinking fountains). The Lessor acknowledges that the Government will supply the Lessor with approved interior space plans for the Lessor to use to develop his construction plans.
26. All 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 the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
27. Attached to this lease are the Department of Labor wage rates for Hamilton County consisting of three (3) pages. As required by Paragraph 1.13, LABOR STANDARDS (AUG 2003) of the Solicitation for Offers GS-05B-18348, which is made part of this Lease, the Lessor is required to pay current 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 from the Department of Labor and to use those rates to comply with Paragraphs 1.13 of the Solicitation for Offers GS-05B-18348.
28. 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 or her Official capacity only, and not as an individual.

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LESSOR GOVERNMENT

29. 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 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 to the new owner(s) upon final settlement of the estate.

30. The Lessor is a LLC and a small business. The Tax Identification Number is [REDACTED] The DUNS number is 955451557. The signatory authority for the Lessor is Joe Saccone.

31. The following Tenant Improvement Fee Schedule is incorporated into this lease (GSA Form 1364 dated 1/18/11, Box 26). The General Conditions fee is 3%; General Contractor's fee is 5%; Architectural/Engineering fee is \$65,000 (flat fee) & Project Management fee is 5%.

32. In accordance with Solicitation for Offers GS-05B-18348 Paragraph 2.3, BROKER COMMISSION AND COMMISSION CREDIT, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] percent for the firm term, ten (10) years, of the lease ("Commission"). The total amount of the Commission is [REDACTED]. The Lessor shall pay the Broker no additional commission associated with this lease transaction. In accordance with Solicitation for Offers GS-05B-18348 Paragraph 2.3, BROKER COMMISSION AND COMMISSION CREDIT, 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. The [REDACTED] commission balance equating to [REDACTED] is to be paid to the Broker. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.


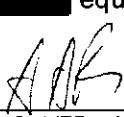
Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for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

First Month's Rental Payment \$30,147.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$30,147.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$30,147.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

Fourth Month's Rental Payment \$30,147.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

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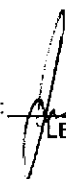

0	Shell Original (RSF)	Op Costs (RSF)	Amortize d Security	Amortize d TIs	Free Rent	Shell Gross/SF	Annual Amount	Annual % Change (Shell)	\$/SF Shell Increase
1	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
2	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
3	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
4	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
5	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
6	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
7	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
8	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
9	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00
10	\$ 24.58	\$ 8.79	\$ 0.86	\$ 5.70		\$ 39.93	\$ 361,765.80	0.00%	0.00

Lump Sum and Broker Credit Calculation								
Rentable SF	Rental Rate per RSF	Firm Period	Broker %	\$/SF	Total Lump Sum	Rebate	Commission Credit	Broker Commission
9,060	\$39.93	10	█		█	█ ^{b)(6)}	█	█

Total: █

Commission Credit Calculation for SF2

Total Monthly Rent	\$30,147.15
Monthly Shell Rent (Less RE Taxes)	\$14,394.01
# of Months Credit Deducted	4 Month(s)
Monthly Credit	█
Adjusted Shell Rent	█
RE Taxes, Opex, TI & BS	\$15,753.14
Adjusted Monthly Rent	█

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