

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

7/6/2010

LEASE NO.

GS-05B-18513

THIS LEASE, made and entered into this date by and between Amsdell Construction Inc.

whose address is 20445 Emerald Parkway  
Suite 220  
Cleveland, Ohio 44135-6009

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:

Approximately 13,701 rentable square feet (approximately 12,299 ANSI BOMA office area square feet) of space at One International Place, 20445 Emerald Parkway, Cleveland, Ohio 44135-6009 to be used for such general office purposes as determined by the General Services Administration. Sixty (60) onsite parking spaces, six (6) of which shall be reserved, are also included as part of the rental consideration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 through June 30, 2020 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

<u>TERM</u>	<u>RATE PER RSF</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
Years 1-3	\$28.48	\$32,517.04	\$390,204.48
Years 4-5	\$30.06	\$34,321.01	\$411,852.06
Years 6-7	\$31.12	\$35,531.26	\$426,375.12
Years 8-10	\$32.18	\$36,741.52	\$440,898.18

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18192. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Amsdell Construction Inc.  
20445 Emerald Parkway  
Suite 220  
Cleveland, Ohio 44135-6009

4. The Government may terminate this lease in whole or in part at any time after the 5<sup>th</sup> year by giving at least one hundred twenty (120) 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.~~

**PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION**

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. Facilities, services, utilities, maintenance shall be provided in accordance with the terms of the attached Solicitation for Offers GS-05B-18513.
- b. Surface parking on-site in accordance with local code requirements. Sixty (60) onsite parking spaces, six (6) of which shall be reserved.

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

- Attachment A to the Standard Form 2 containing paragraphs 9 – 16 to Lease GS-05B-18513 (1 page)
- Solicitation For Offers GS-05B-18192 (41 pages)
- General Clauses GSA Form 3517 (Rev. 11/05) (2 pages)
- Representations and Certifications GSA Form 3518 (Rev. 1/07) (7 pages)
- Exhibit A, Floor Plan (1 Page)

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

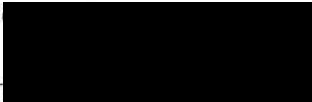
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Amsdell Construction Inc.

BY 

(Signature)

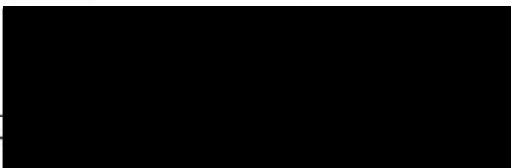
IN PRESENCE



20445 EMERALD PARKWAY DR. - 220

(Address) CLEVELAND, OH 44135

UNITED STATES OF AMERICA

BY 

Contracting Officer

(Official title)

9. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services is \$93,851.85 per annum or \$6.85 per rentable square foot for 13,701 rentable square feet of office space.
10. The lease is subject to real estate tax escalation. For tax escalation in accordance with the terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 15.63%. The base cost of real estate taxes is \$53,981.94 per annum or \$3.94 per rentable square foot for 13,701 rentable square feet of office space.
11. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$2.25 per usable square foot per annum for operating expenses.
12. In accordance with section 4.6 OVERTIME USAGE of the SFO, 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 at \$95.00 per hour. Overtime rates shall not be paid during normal building operation hours.
13. 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 (transferee) 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.
14. 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.
15. 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 are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
16. 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, rental will not be paid for occupancy in whole or in part except for the term specified herein.

INITIALS: ICA & JK  
LESSOR GOVERNMENT