STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE August 19, 2010 LEASE NO

GS-05B-18617

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

F. Tom Brundrett

Brundrett Properties, Inc.

whose address is P.O. Box 926

216 N. Gilbert Road

Gilbert, AZ 85299-0926

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:

4411 Building 4411 Montgomery Road, Norwood, OHIO 45212-3187
A total of 28,883 rentable square feet (RSF) of office and related space, which yields 28,594
ANSI/BOMA Office Area square feet (USF) of space at to be used for such purposes as determined by the General Services Administration. And thirty (30) onsite structured parking spaces and 99 surface parking for the exclusive use of the Government

* (30) Structured spaces reserved for Governmentuse.

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 beginning on September 01, 2010, through August 31, 2018, subject to termination and renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent at the following rate:

Term Month/Years	Shell Per RSF	Base Real Estate Taxes	Base Operating Cost per RSF	Amortized T.I.'s per RSF	Rate per RSF	Annual Rent	Monthly Rent Payable in Arrears
Months 1-3	\$9.24	\$1.64 RSF	\$5.85	none	\$16.73	\$483,212.99	\$40,267.75
Months 4-12	\$9.24	\$1.64 RSF	\$5.85	\$4.00	\$20.73	\$598,605.31	\$49,883.78
Year 2	\$10.55	\$1.64 RSF	\$5.85	\$4.00	\$22.04	\$636,442.04	\$53,036.84
Year 3	\$12.05	\$1.64 RSF	\$5.85	\$4.00	\$23.54	\$679,766.54	\$56,647.21
Year 4-8	\$13.55	\$1.64 RSF	\$5.85	none	\$21.04	\$607,698.32	\$50,641.53

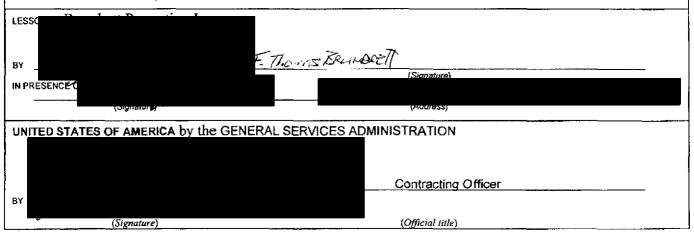
4. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Brundrett Properties, Inc. P.O. Box 926 Gilbert, AZ 85299-0926

Note: The rental for months 1 through 3 (September 1, 2010 through November 30, 2010 reflects Shell and Operating costs only. Effective Month 4 (December 1, 2010) the estimated date of completion and acceptance of the Tenant Improvements, and continuing through month 36th (August 31, 2013), the rental will include the amortization of the Tenant Improvements Allowance.

- 5. The Government may terminate this lease in whole or in part on or after September 1, 2013 by giving at least 180 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. The Government agrees to partial termination of leased space by complete floors only. The Government will not leave any unmarketable space as a result of any early termination of space. The Government agrees that marketable space will have full access to parking, all common areas, including restrooms and all remaining office space.
- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. All services, utilities, maintenance, and Tenant Improvements, as specified in the Solicitation for Offers and includes the Special Requirements.
 - B. As part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18617 and as the Tenant Improvements dated July 1, 2010. (Attachments to the lease).
- 7.. The following are attached and made a part hereof:
 - A. Solicitation for Offers GS-05B-18617 dated April 20, 2010(43 pages)
 - B. Addendum 1 dated July 14, 2010 (1 page)
 - C. Attachment A Tenant Improvements, dated July 1, 2010 (1 page)
 - D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev.[1/07])
 - F. Exhibit A Tenant Improvements dated July 1, 2010 (1 page)
- 7a. The following paragraphs of the Solicitation for offers No. GS-05B-18617 are deleted in their entirety upon incorporation into GSA Lease No. GS-05B-18617:
 - 1. Paragraph 1.4 Offer Due Date
 - 2. Paragraph 1.3 Occupancy Date
 - 3. Paragraph 3.0 How to Offer
 - 4. Paragraph 1.10 Negotiations
 - 5. Paragraph 3.1B Historic Preference
 - 6. Paragraph 5.6 LIQUIDATED DAMAGES (AUG 2008)

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



8. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$ 285,940.00 (\$10.00 x 28,594 USF) shall be amortized through the rent for 33 months at the rate of 7.5%. The total cost of Tenant Improvements for the amortization period shall be \$317,329.97. And the annual cost is \$115,392.72

In accordance with the SFO paragraph 4.2 entitled "Tax Adjustment," this lease is subject to real estate tax adjustment. The base amount is established as \$47,407.00; which is based on 50% occupancy.

- 9. The effective date of this lease is September 01, 2010. This date is the estimated commencement date of the lease contract. The Lessor will complete the space with the Tenant Improvements on or before December 1, 2010.
- 10. The total net usable square foot area referred to in Paragraph 1 of this lease is not subject to adjustment but may not exceed the maximum limitation of 28,883 rentable square feet, nor the minimum usable square foot requirement defined in the Solicitation for Offers.
- 11. For the purposes of computing operating cost adjustments in accordance with the section entitled "OPERATING COSTS, (AUG 2008)", it is mutually agreed that the base rate from which adjustments shall be made is \$168,965.55 Annual amount. The parties further agree that the effective date of the operating cost adjustment shall be September 1, beginning with the second year of the lease and each year thereafter.
- 12. Should the Government require use of the leased area beyond those hours specified in Section 4.5 entitled "NORMAL HOURS", the Lessor agrees to provide HVAC service as specified in Section 4.6 entitled "OVERTIME USAGE", at the following rates and terms: HVAC Overtime Rate: is established at \$20.00 per hour.
- 13. In accordance with the lease paragraph entitled, Adjustment for Vacant Premises, the adjustment is established as \$3,25 per USF for vacant space.
- 14. It is agreed to by the parties hereto that 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 the 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.
- 15. 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.

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- (III) A letter from prior Lessor (transferor) waiving all rights 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 where 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.

- 16. It is mutually agreed the common area factor for the Leased Premises shall be 1.01011%, based upon 28,594 ANSI/BOMA square feet.
- 17. It is mutually agreed the percentage of occupancy for the lease is 50%.
- 18. 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 official capacity only and not as an individual.
- 19. The Government agrees that no new carpeting will be installed by the Lessor except for the Tenant Improvements to be installed in connection with this lease. However the Lessor agrees to maintain the carpeting and repair it in compliance with paragraph 7.14 D. In the event the government wants new carpeting in the future, it would be a Tenant Improvement at the cost of the Government.
- 20. Parking Rules Currently in Effect:

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- a. Montgomery Road lot-Reserved for retail customers/invitees on the ground floor only.
- b. Mills Ave lot and Courtland Ave. lot-first come, first serve basis for building tenants and invitees only.
- c. Third floor level of garage- entire floor reserved for Government (parking only.
- d. Second Floor and Ground floor levels of the garage- One (1) space reserved on each floor for Government use. Remainder of spaces reserved floor floor for Government use.

The Government hereby accepts these parking rules which are currently in effect at their existing office location.

The Government Regrees to accept the existing shell electrical, mechanical, and HURC systems as they currently exist. All systems maintained.

Shall be provided by cessor.
All other Terms and Conditions of the Lease shall remain in full force and effect.

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