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

11-10-11

LEASE NO.

GS-05B-18824

LEASE, made and entered into this date by and between

GENESIS BUILDING LTD

c/o Dalad Group

whose address is

6055 Rockside Woods Bvd., Suite 100

Independence, OH 44131-2333

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:

The Lessor hereby leases to the Government the following described premises:

3,715 ABOA Office Area (4,198 rentable square feet) of fifth floor office space, in a six story building along with 12 on-site parking spaces for the use of the Government, all located at 6000 Lombardo Center Drive, Seven Hills, OH 44131-2579 to be used for such purposes as determined by the General Services Administration.

This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO GS-05B-18824, 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 August 20, 2012 through August 19, 2022, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of 8/20/12, is established provided that tenant improvements to be determined are completed and accepted prior to that date. Any other commencement date will be established as an amendment to the lease by a Supplemental Lease Agreement if necessary. The lease will then be in effect for 10 years, 5 years firm.
- 3. The Government shall pay the Lessor annual rent of Years 1-5: \$136,749.12 at the rate of \$11,395.76 per Month in arrears. Years 6-10 \$110,632.08 at the rate of \$9,219.39 per month in arrears.

Rent for Years 1-5 consists of \$8,320.92 per month for shell/base rent, operating expenses, real estate taxes, amortized building-specific security, and parking, plus \$3,074.84 per month in Tenant Improvements, which were amortized over 60 months at an annual interest rate of 8.0%. Rent for a lesser period shall be prorated.

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In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$40.82 per ABOA Office Area square feet toward the cost of the tenant improvements defined in SFO GS-05B-18824 and Attachment #1. 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, 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 60 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to:

GENESIS BUILDING LTD 6055 Rockside Woods Blvd.Suite 100 Independence, OH 44131-2333

4.	The Government may terminate this lease at any time on or after the 5th year by giving at least "	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.	

- 6. 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.
- 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-18824 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to providing at least 12 on-site parking spaces, as well as, meeting all Handicap Accessibility and Fire/Life Safety Requirements.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written. LESSOR IN PRESE (Address) UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION Lease Contracting Officer ΒY (Official title) SELETO NOSTITALI(Signature STANDARD FORM 2 **EXCEPTION TO S** APPROVED BY GSA / IRMS 12 COMPUTER GENERATED FORM (10/91) FEBRUARY 1965 EDITION

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- 7. The following are attached and made a part hereof:
 - (A) Paragraphs 9 through 24 of this lease on pages 3 through 5;
 - (B) Exhibit B Space plan Sketch
 - (C) Solicitation for Offers (SFO) No. GS-05B-18824 dated July, 8, 2011 pages 1 through 53;
 - (D) Attachment No 1: Lease Costs Breakdown Summary consisting of pages 1-4:
 - (E) Attachment No. 2: Definitions of Shell and Tenant Improvement consisting of 4 pages;
 - (F) Attachment No. 3: General Requirements consisting of 13 pages:
 - (G) GSA Form 3516A (REV. 12/03) consisting of 7 pages;
 - (H) GSA Form 3517B (REV. 11/05) consisting of 33 pages;
 - (I) GSA Form 3518 (REV. 1/07) consisting of 7 pages.
- 8. The following changes were made in this lease prior to its execution:
 - Paragraph 5 of Standard Form 2 has been deleted in its entirety.

The Following clauses are also changed:

- A. SFO section AMOUNT AND TYPE OF SPACE 1.1.B is changed to: The Government requires 12 parking spaces. The spaces provided shall be paved unreserved surface parking made available in common with other tenants of the Building. As part of the rent cost, two spaces in the attached garage the government will be able to maintain those two spaces.
- B. SFO paragraph 1.2, LEASE TERM is changed to: The lease term is for ten (10) years, five (5) years firm. GSA may terminate this lease in whole or in part on or after the initial five years of the lease with 120 days written notice to the Lessor. All terms and conditions contained herein shall prevail throughout the term of the lease.
- C. SFO section 4.4 ADJUSTMENT FOR VACANT PREMISES is changed as follows: If the Government fails to occupy the entire leased premises or vacates the premises in whole prior to the expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced by \$3.65 per ANSI/BOMA rentable square foot.
- D. SFO paragraph 6.7.A CEILINGS, is changed as follows: Ceilings shall be at least 8 feet, 4 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color an appearance throughout the leased space, with no obvious damage to tiles or grid.
- E. SFO 6,9 PARTITIONS: GENERAL is changed as follows: <u>BUILDING SHELL</u>: Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent acceptable to the Contracting Officer, and in keeping with the standards of other Class A office buildings in the Greater Cleveland, Ohio marketplace.
- F. SFO 10.10 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT is changed as follows: The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix. Any security upgrades shall require the prior written consent of the Lessor, which shall not be unreasonably withheld, delayed or denied and shall be paid by the Government out of the Tenant Improvement allowance or by lump sum payment.

The following are changes to GSA Form 3517B GENERAL CLAUSES.

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- H, Section 2 SUBLETTING AND ASSIGNMENT is changed as follows: The Government may sublet any part of the
 - Premises or assign the lease in its entirety, but shall not be released from any obligations under the lease by reason of any such subletting or assignment. In the event of any assignment or subletting, the proposed assignee or subtenant shall be subject to the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed.
- 1, Section 9 MUTUALITY OF OBLIGATION is changed as follows: The obligations and covenants of the Lessor and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against the Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease if the cause of such claim is not remedied or cured after thirty (30) days prior written notice is provided to Lessor (or if not remedied or cured within such other longer but reasonable period of time if the nature of the claim is not curable within a thirty (30) day period for circumstances beyond the Less or's control), except for emergencies or urgent situations that require the leased Premises to be placed in a habitable condition. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.
- J. NOTICE OF DEFAULT The Government shall submit written notice to the Lessor, at the last known address, of any default by Lessor during the term of this lease. Prior to the Government initiating a remedy in the case of such default by Lessor, as defined in Clauses 11, 15, and 16 of the 3517B GENERAL CLAUSES, the Government shall notify the Lessor of the default in writing. The Lessor shall be afforded a reasonable period of time (not less than thirty (30) days after receipt of notice) to cure any default, except for emergencies or urgent situations that require the Premises to be placed in a habitable condition.
- The date of this lease is the date this contract is executed as a result of the Government's acceptance
 of the Lessor's Best and Final Offer dated August 29, 2011 submitted by the Lessor under SFO
 GS-05B-18824. This lease reflects the terms and conditions of the accepted Best and Final Offer.
- 10. The anniversary date for annual escalations and operating cost adjustments will be revised based upon the actual commencement date. The effective date will be established by a Supplemental Lease Agreement if it is a date other than 8/20/2012.
- 11. The lessor shall provide all desired tenant improvements to the space prior to 8/20/12.
- 12. The rent is subject to annual operating cost adjustments in accordance with Paragraph 4.3 OPERATING COSTS (SEP 2009) of Solicitation for Offers No. GS-05B-18824 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$22,412, which is approximately \$6.04 per BOMA usable square foot.
- 13. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Paragraph 4.2 TAX ADJUSTMENT (AUG 2008) of Solicitation for Offers No. GS-05B-18824 within this lease, the Government will occupy 3.04 percent of the net usable square foot area of the entire building. The estimated share of Real Estate Tax Base is \$12,020.00for the first year, fully assessed 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
- 14. In accordance with Paragraph 4.1 of the Lease, the Common Area Factor is established as 1.1300134.
- 15. 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 \$65.00 per hour. The ADP room must maintain a temperature not to exceed 78 degrees at all times. The cost to cool this room 24 hours, 7 days per week is agreed to be \$10/usf x 195 usf = \$1,950 per year to be paid after each year in a lump sum payment.

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- 16. 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.
- 17. 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 GSA Contracting Officer or his/her designee.
- 18. 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.
- 19. 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.
- 20. 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.

21. The Lessor's DUNS Number is 051293186 and Tax ID Number is

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