

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

DATE OF LEASE

*3/14/12*

LEASE NO.

**LTN62157**

THIS LEASE, made and entered into this date by and between Self Service Mini Storage

whose address is 201 Front St. STE 200  
Berea, OH 44017-1268

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 considerations hereinafter mentioned, covenant and agree as follows:

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

A total of 4,475 rentable square feet (RSF) of office and related space, which yields 4,341 ANSI/BOMA Office Area square feet (ABOASF) of space on the first floor, Suite 316 of the building located at Trademark Business Center, 240 Great Circle Road, Nashville, TN 37228-1734 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are six (6) surface parking spaces for the exclusive use of Government employees and patrons. Two (2) of the six parking spaces are reserved spaces for Government vehicles.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than ninety (90) working days subsequent to the Government's notice to proceed for the construction of tenant improvements.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Rent per RSF	Total Annual Rent	Total Monthly Rent
1	\$ 5.20	\$ 2.96	\$ 5.15	\$ -	\$ 13.31	\$ 59,562.00	\$ 4,963.50
2	\$ 5.35	\$ 2.96	\$ 5.15	\$ -	\$ 13.46	\$ 60,233.50	\$ 5,019.46
3	\$ 5.50	\$ 2.96	\$ 5.15	\$ -	\$ 13.61	\$ 60,904.75	\$ 5,075.40
4	\$ 5.67	\$ 2.96	\$ -	\$ -	\$ 8.63	\$ 38,619.25	\$ 3,218.27
5	\$ 5.84	\$ 2.96	\$ -	\$ -	\$ 8.80	\$ 39,380.00	\$ 3,281.67

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Self Service Mini Storage c/o The Mathews Company  
PO Box 22149  
Nashville, TN 37202-2149

**LESSOR**

SIGNATURE

[Redacted Signature]

NAME OF SIGNER

*SCOTT A. YAECKER*

ADDRESS

*SUITE 200, BEREA, OHIO 44017*

NAME OF SIGNER

*LOUISE M. MAKI*

**UNITED STATES OF AMERICA**

SIGNATURE

[Redacted Signature]

NAME OF SIGNER

**Marcus Skinner**

OFFICIAL TITLE OF SIGNER

**CONTRACTING OFFICER**

AUTHORITY

Previous edition is not usable

4. The Government may terminate this lease in whole or in part at any time after the third (3<sup>rd</sup>) year by giving at least sixty (60) 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. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- The six (6) surface parking spaces described in Paragraph 1 and parking spaces required by local code.
  - All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. OTN2007 and its attachments.
  - Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
- Solicitation for Offers OTN2007 dated 2/1/2011;
  - Amendment 1 to SFO OTN2007, dated 4/6/2011;
  - GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
  - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - Exhibit A – Floor Plans
7. Rent includes a Tenant Improvement Allowance of \$68,066.68 to be amortized through the rent over the firm term of the Lease (36 months) at the rate of 1% (\$5.15/RSF and \$5.30/ABOASF). In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. Rent includes no Building Specific Security Costs.
9. In accordance with SFO paragraph 2.5 *Broker Commission and Commission Credit*, CBRE, Inc. (formerly CB Richard Ellis) is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED], or [REDACTED] of the Commission, will be payable to CBRE, Inc. The remaining [REDACTED], or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.
- Notwithstanding Paragraph 3 of this Lease, 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 \$4,963.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;
- Second Month's Rental Payment \$4,963.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 3% (4,475RSF / 4,341ABOASF).
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 1.97%.

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- 22. [REDACTED] shall be provided by the Lessor in accordance with SFO paragraph 10.20, [REDACTED] Requirements. The cost is included in the shell rate and the [REDACTED] will be installed prior to occupancy. Engineer certification shall be provided to the Government prior to occupancy.
- 23. The Lessor is a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 133387006.
- 24. The Tenant Improvement Fee Schedule for Architectural and Engineering fees will not exceed \$1.25 per ANSI/BOMA Office Area square feet (ABOASF) and Lessor agrees not to exceed this figure. There are no other Tenant Improvement Fees.

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