

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

11-24-09

LEASE NO

GS-05B-18337

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

Brennan-Akron Main Place Development LLC
whose address is: **159 South Main St, Suite 525, Akron Ohio 44308-1337**

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:

22,797 rentable square feet of office space located on the fourth floor of 121 South Main Street, Akron, Ohio 44308-1415, yielding 20,433 usable square feet of office space and Two (2) free reserved parking spaces in the underground tenant only garage at no added cost to the Government.

Said premises 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 or about August 1, 2010 through July 31, 2020, subject to any renewal rights as may be hereinafter set forth. The actual term will be established by Supplemental Lease Agreement at the time the Government accepts the space.
3. The Government shall pay the Lessor rent as follows:

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Years 1 - 5 *	\$641,507.52	\$53,458.96	\$28.14	\$31.40
Years 6 - 10	\$687,101.64	\$57,258.47	\$30.14	\$33.61

Total rent above is comprised of Shell rent (\$15.82/USF, \$14.17/rsf in years 1-5, \$18.03/USF, \$16.17/rsf in years 6-10), operating cost (\$6.76/USF, \$6.07/rsf), real estate tax (\$3.97/USF, \$3.56/rsf) and 120 payments of \$8,252.79 (\$4.85/USF, \$4.34/rsf) representing the maximum 10 year amortized tenant improvements of \$702,957.00 at 7.25%.

Commission and Commission Credit - The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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.

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:

* The first three (3) months of the rental shall be abated. This equates to a rent credit of [REDACTED] per month for a period of three (3) months.

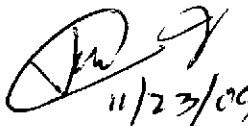
First Month's Rental Payment \$53,458.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted First Month's Rent

Second Month's Rental Payment \$53,458.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Second Month's Rent

Third Month's Rental Payment \$53,458.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Third Month's Rent

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

Brennan-Akron Main Place Development LLC
159 South Main St
Akron, Ohio 44308 - 1337


11/23/09

4. ~~The term of this lease shall be for ten (10) years, ten (10) years firm with ninety (90) days written cancellation notice anytime on or after the tenth (10th) lease year. 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.~~

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

U.S. Government Lease For Real Property, Standard Form 2 (SF2) - 2 pages
Attachment A to the SF2 paragraphs 9-27
Solicitation for Offers (SFO No. GS-05B-18337 dated July 6, 2009) - 54 Pages
SFO Amendment No. 1 - 1 Page
SFO Amendment No. 2 - 1 Page
SFO Attachment 1: Lease Cost Breakdown 2 pages
SFO Attachment 2: TI/Shell Guide 4 pages
SFO Attachment 3: General Requirements 11 pages
SFO Attachment 4: Document Security Form 3 pages
Form 3516A, Solicitation Provisions (Rev. 12/03) - 5 pages
Form 3517B, General Clauses (Rev 11/05) - 33 Pages
Form 3518, Representations and Certifications (Rev 1/07) - 7 Pages
Exhibit A, Floor Plan / Block Plan

7. The date of this lease is the date the contracting officer executes this lease for the Government.. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer dated 10/23/09 as amended for a new maximum amortized tenant improvement allowance of \$702,957.00 over 10 years at 7.25% interest because the Government has agreed to pay a lump sum \$139,700 toward the tenant improvements after acceptance of the space.

8. The date of 8/1/10 in Paragraph 2 of the SF-2 is the estimated effective date. If the actual date of substantial completion is different from this date, then the actual effective date shall be established by Supplemental Lease Agreement. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.

9. PARAGRAPHS 4 AND 5 WERE DELETED PRIOR TO ITS EXECUTION

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

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LESSOR **Brennan-Akron Main Place Development LLC**

BY Joseph R. Walczak Vice President (Signature) (Signature)

IN PRESENCE OF: [Signature] (Signature of Witness) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Gerald K. Kosman
Gerald K. Kosman- Leasing Contracting Officer

11/23/09