

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

4/25/11

GS-05B-17612

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

whose address is BLACK'S REAL ESTATE, INC
59016 Vocational Rd.
Byesville, OH 43723-9764

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:

4,448 rentable square feet (RSF) yielding 4,143 ANSI/BOMA Office Area usable square feet (USF) of first floor office space, along with fifteen (15) on-site surface parking spaces, located at 1225 Woodlawn Ave, Cambridge, OH 43725 as indicated on the attached floor plan exhibit to the lease, 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-17612 which is attached to and made a part of this lease.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years / five (5) years firm, beginning when the Government accepts the space estimated to be on January 1, 2012. It is agreed that lease GS-05B-15535 will terminate without penalty on the date prior to the date this lease becomes effective.

3. The Government shall pay the Lessor annual rent as follows:

1/1/12 – 12/31/16: \$108,049.44 per year, \$9,004.12 per month (\$26.08/usf, \$24.29/rsf)

1/1/17 – 12/31/21: \$75,154.00 per year, \$6,262.85 per month (\$18.14/usf, \$16.90/rsf)

Total rent above is comprised of Shell rent, (which includes an estimated \$1.26/usf, 1.18/rsf for real estate tax share) of \$11.61/usf, \$10.91/rsf for the period 1/1/12 – 12/31/16; and \$13.24/usf, \$11.84/rsf for the period 1/1/17-12/31/21 and operating costs of \$4.90/usf (\$4.56/rsf) subject to annual escalation pursuant to SFO GS-05B-17612 section 4.3. The rent for the initial five years cited above also includes a the maximum amount of Tenant Improvement cost amortized into the rent.

In Section 3.2 TENANT IMPOROVEMENTS INCLUDED IN OFFER (AUG 2008), the Lessor agrees to provide up to \$40.82. per ANSI/BOMA office area usable square foot toward the cost of the tenant improvements (\$40.82 x 4143 usf = \$169,117.00). The scope of work for tenant imporvements, with resulting agreeable cost, will be documented in a Supplemental Lease Agreement The actual amount amortized over the remaining firm at 6% interest will be added to the above monthly rent payments after acceptance of the improvements. Rent checks shall be made payable to:

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Init.: Lessor AB / Govt.: J

4. The Government may terminate this lease at any time on or after the initial five years of this lease by giving at least 90 day 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 notice via overnight mail service.
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 Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - (A) All services, utilities and maintenance (including janitorial) of the building and grounds as provided in the Solicitation of Offers GS-05B-17612 and attachments hereto.
 - (B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-17612 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to, providing 15 on-site parking spaces as well as meeting all Handicap Accessibility and Fire/Life Safety Requirements.
7. The following are attached and made a part hereof:
 - (A) Paragraphs 8 through 20, on pages 3 through 4 of this lease;
 - (B) Solicitation for Offers (SFO) No. GS-05B-17612 dated 10/1/10, pages 1 through 49;
 - (C) SFO Attachment No. 1: General Requirements consisting of 14 pages;
 - (D) SFO Attachment No. 2: Definition examples of Shell and Tenant Improvement consisting of 2 pages;
 - (E) SFO Attachment No. 3: Lease Costs Breakdown Summary consisting of 2 pages;
 - (F) Exhibit A Block Plan and Site Plan
 - (G) GSA Form 3517B (REV. 11/05) consisting of 33 pages;
 - (H) GSA Form 3518 (REV. 7/04) consisting of 7 pages.
 - (I) GSA Form 3516A (REV. 12/03) consisting of 6 pages.
 - (K) Amendment 1 to the SFO GS-05B-17612 consisting of 2 pages

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

LESSOR: BLACKS REAL ESTATE INC

BY [Redacted Signature]

(Signature)

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the date first above written.

[Redacted Signature]

UNITED STATES GOVERNMENT FEDERAL ACQUISITION SERVICE ADMINISTRATION

BY [Redacted Signature]

Contracting Officer

(Official title)

8. The following changes were made in this lease prior to its execution:
Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety.
9. The date of this lease will be the date this contract is fully executed representing the Government's acceptance of the Lessor's Best and Final Offer dated 3/5/11, submitted by the Lessor under SFO GS-05B-17612.
10. The rent is subject to annual operating cost adjustments in accordance with Section 4, Paragraph 4.3 OPERATING COSTS (SEP 09) of Solicitation for Offers No. GS-05B-17612 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$20,294.00, which is approximately \$4.90 per usable square foot (\$4.56 per rentable square foot).
11. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 4.2 TAX ADJUSTMENT (AUG 2008) (A through D) of Solicitation for Offers No. GS-05B-17612 within this lease, The Government will occupy 29% of the net usable square foot area of the building. The identification real estate tax number for the property is to be provided. The tax portion of the original shell rent will not be used as the actual tax used for future adjustments.
12. Pursuant to Section 3, Paragraph 4.4 of SFO GS-05B-18320 (ADJUSTMENT FOR VACANT PREMISES, in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$3.00 per usable square foot per annum for operating expenses.
13. If heating or cooling is required by the Government on an overtime basis (outside Tenants working hours 7:00 a.m. - 6 p.m. except Saturday, Sunday and Federal Holidays), it shall be provided at an additional cost to the Government of \$6.50 per hour. This does not include electric to operate the supplemental HVAC unit maintaining a cool temperature in the computer room. Janitorial service pursuant to SFO GS-05B-17612 shall be provided during Tenant's normal working hours but outside those hours the office is open to the public.
14. 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.
15. 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 Contracting Officer or his/her designee.
16. 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.
17. 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.

INITIALS: AB & J
LESSOR & GOVERNMENT

18. 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.
19. The Lessor's DUNS Number is 556417942. The Lessor's Federal Tax ID number is [REDACTED]
20. The Lease Common Area Factor is between usable and rentable square feet is 1.07362
21. Prior to the acceptance of the space by the Government, the lessor agrees to install a new HVAC system in the demised premises. The system will be engineered and balanced for the space leased and have an indoor air quality thermostat that controls humidity and regulates proper outside air intake as needed.
22. It is agreed that upon the effective date of this lease, Lease GS-05B-15535 between the Government and the Lessor will terminate effective the day prior to the acceptance of the demising space of this lease..

INITIALS: AB & J
LESSOR GOVERNMENT