

DATE OF LEASE

6-7-10

LEASE NO

GS-05B-18171

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

MIDDLETOWN SSA, LLC.

whose address is

8755 CREIGHTON DRIVE  
POWELL, OH 43065-6500

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:

8,704 square feet of rentable office space in a single-story, single-tenant building located at 123 Towne Blvd. Middletown, OH 45044. The usable office area square footage is 7,760.

Thirty-six (36) surface parking spaces are available, on site, to the Government, its visitors and employees, at no additional cost. All space 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 of ten (10) years, ten (10) years firm, beginning upon substantial completion and Government acceptance of the finished space estimated to be June 1, 2011. The actual commencement date of this lease, along with any applicable termination rights, shall more specifically be set forth in a Supplemental Lease Agreement (SLA) upon the substantial completion and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent of \$225,040.00 at the rate of \$18,753.33 per month in arrears for the years 1-10 subject to annual operating cost escalations pursuant to SFO GS-05B-18171. Rent consists of \$14,910.12 per month for shell/base rent, operating expenses, real estate taxes and parking, and \$3,843.21 per month for Tenant Improvements amortized over the 120 months of the lease including an annual interest rate of 8.0%. Rent for a lesser period shall be prorated.

In Section 1.8, HOW TO OFFER, the Lessor agrees to provide up to \$40.82 per BOMA usable square foot toward the cost of the tenant improvements. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 1.11 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 120 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement.

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

MIDDLETOWN SSA, LLC.  
8755 CREIGHTON DRIVE  
POWELL, OH 43065-6500

4. The term of this lease shall be for ten (10) years, ten (10) years firm.

~~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 cleaning, services, utilities, maintenance, space improvements, and Special Requirements as specified in the attached Solicitation for Offers GS-05B-18171 attached to this lease as described in Section 7. THIS IS A FULLY SERVICED LEASE.

INITIALS:

  
LESSOR

&

  
GOVERNMENT

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

- U.S. Government Lease For Real Property, Standard Form 2 — 2 Pages
- U.S. Government Lease For Real Property, Standard Form 2, Attachment A (Paragraphs 8 – 27) – 3 Pages
- Solicitation for Offers (SFO) GS-05B-18171 — 54 Pages
- Attachment No. 1 Lease Costs Breakdown Summary — 1 Page
- Attachment No. 2 Shell and TI examples – 4 pages
- Attachment No. 3 General Requirements - 11 pages
- Attachment No. 4 Document Security Form – 3 pages
- Attachment No. 5 Security Unit Price List – 1 Page
- Amendment No. 1 to SFO – 1 Page
- Form 3516 Solicitation Provision - 5 Pages
- Form 3517B, General Clauses — 33 Pages
- Form 3518, Representations and Certifications — 5 Pages
- Davis Bacon Wage Rates.
- Exhibit 1, Site Plan — 1 Page
- Exhibit 2, Block Plan — 1 Page
- Exhibit 3, Elevation drawings.

Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18171 and other Attachments to the lease referenced in this Paragraph 7.

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



LESSOR **MIDDLETOWN,SSA, LLC**  
 BY \_\_\_\_\_  
(Name) (Signature)

IN PRESENCE OF: \_\_\_\_\_  
(Name) (Signature)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**  
 BY \_\_\_\_\_ *Leo* \_\_\_\_\_  
(Official title)



15. Pursuant to Section 7, Paragraph 7.3 of SFO GS-05B-18171, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours on Monday through Friday (7:00 a.m. – 6:00 p.m.), except Saturday, Sunday and Federal Holidays ("Normal Hours"), at a rate of \$20.00 per hour, excluding HVAC electric for tenant's computer room which is not deemed "Overtime Usage".
16. Lessor shall provide janitorial service within Tenant's space during Tenant's working hours 7:00 a.m. – 6:00 p.m., Monday through Friday, except Saturday, Sunday and Federal Holidays, but outside the hours that the office is open to the public.
17. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, for Lessor's consideration.
18. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED]<sup>(b)(6)</sup> [REDACTED] Its DUNS number is 962.435892.
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/her official capacity only and not as an individual.
20. All questions pertaining to this lease agreement shall be referred in writing to the General Service Administration Contracting Officer. This contract is between GSA and SSA Middletown, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.**
21. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
22. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial 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]<sup>(b)(6)</sup> 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.

INITIALS:  &   
LESSOR GOVERNMENT

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:

First full Month's Rental Payment \$18,753.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second full Month's Rental Payment \$18,753.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third full Month's Rental Payment \$18,753.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

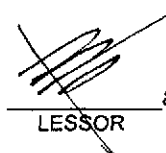

Fourth full Month's Rental Payment \$18,753.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth full Month's Rental Payment \$18,753.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

23. The total net usable square foot area referred to in Paragraph 1, is subject to adjustment, but may not be less than the minimum 7,390 ANSI/BOMA Office Area square footage nor should exceed the maximum 7,760 square feet limitation defined in the Solicitation for Offers NO GS-05B-18171. Should there be any adjustments in the usable square footage delivered, that has been determined through mutually agreed field measurement, the per annum total rental referred to above shall be adjusted on the basis of \$29.00 per usable square foot per annum. The lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease.
24. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the success 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 the new owner(s) upon final settlement of the estate.

25. The Lease Common Area Factor is 1.121649 (7,760 usable office square feet multiplied by 1.121649 equals 8,704 rentable square feet of space).
26. Attached to this lease are the Department of Labor wage labor rates for Lawrence County, Ohio at the time the lease was awarded. As required by Paragraph 1.20, of the Solicitation for Offers GS-05B-18171, which is made part of this Lease, the Lessor is required to pay prevailing wage rates established for the construction area, as determined by the Department of Labor. It is the Lessor's responsibility to determine what the current wage rates are at the time of construction in the area of the construction for the Department of Labor and to use those rates to comply with Paragraphs 1.20 of the Solicitation for Offers GS-05B-18171.
27. Lessor Acknowledges that the site, block and elevation plans submitted by Lessor and attached to this Lease as Exhibits 1, 2 and 3 showing shell windows and doors, are subject to change by the Government, within reason, to aid in the design of the space leased.

INITIALS:  &   
LESSOR & GOVERNMENT