

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-05B-18510

THIS LEASE, made and entered into this date by and between: **R&A Properties, LLC**

whose address is **222 S. Main Street
Akron, OH 44308-1500**

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. A total of approximately 8,304 rentable square feet (RSF), consisting of a minimum of 7,414 ANSI/BOMA Office Area square feet (USF) of space located on the second floor of 222 S. Main Street, Akron, OH 44308-1500 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - B. In accordance with the SFO paragraph entitled Common Area Factor, according to Form 1364-Proposal to Lease Space, the common area factor is 1.12.
 - C. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 6.7993%.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of fifteen (15) years, ten (10) years firm, beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete which is estimated to be May 1, 2011. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
3. The Government shall pay the Lessor annual rent of \$221,633.76 at the rate of \$18,469.48 per month in arrears during Years 1-10. Years 11-15: the annual rent shall decrease to \$190,659.84. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
R&A Properties, LLC
222 S. Main Street
Akron, OH 44308-1500
4. The Government may terminate this lease at any time after the firm term by giving at least 180 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. ~~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 to the rental consideration, the following:

All services, utilities (with the exception of electricity for lights and outlets within the Government's demised area), parking and maintenance of the building. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in this lease.

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

- A. Attachment to Standard Form 2 consisting of 3 pages,
- B. Solicitation for Offers GS-05B-15983 dated 08/28/09, consisting of 53 pages;
- C. SFO Amendment #1, consisting of 1 page;
- D. Special Requirements, consisting of 18 pages;
- E. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), consisting 33 pages;
- F. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07), consisting of 4 pages;
- G. Block plan of leased space, consisting of 2 pages;
- H. Form B, Document Security Form, consisting of 2 pages;

8. The following changes were made in this lease prior to its execution:

PARAGRAPH 5 ABOVE WAS DELETED.

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

LESSOR

SIGNATURE

KIA Properties LLC

NAME OF SIGNER

*KIA Properties LLC
SUE ATKINSON*

ADDRESS

222 South Main St, Akron, OH 44308

NAME OF SIGNER

Ms. Sue Atkinson

UNITED STATES OF AMERICA

NAME OF SIGNER

Jason Bazarko

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

24. Lessor shall perform alterations to the space according to approved layout drawings. The Lessor will complete alterations within 60 working days after receiving the Notice to Proceed from the Government. (Please refer to Form B, document Security Form, for procedures that must be followed in reference to Government drawings). Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and the Government has inspected and accepted the space and it is free of safety hazards.
25. Also in accordance with Paragraph 3.6, the Government's percentage of occupancy is 6.7993% based upon occupancy of 8,304 rentable square feet in a building of 122,130 square feet.
26. The Lessor and Government Broker Representative have agreed to a cooperating lease commission of [REDACTED] of the scheduled total annual rent per year for the initial term of the lease, or [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 Commission paid to the Broker 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 will continue until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$18,469.48	\$9,162.08	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$18,469.48	\$9,162.08	[REDACTED]	\$0.00	[REDACTED]
Month 3 - 120	\$18,469.48	\$9,162.08	\$0.00	\$0.00	\$18,469.48

INITIALS:  LESSOR &  GOV'T