

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

1. LEASE NUMBER
GS-05B-18543

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 3,228 rentable square feet of office and related space located in Fairborn, Ohio for occupancy on or after April 1, 2010. Rentable space must yield 2,874 BOMA usable square feet for the use by tenant for personnel, furnishing and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS OPEN UNTIL awarded.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is three or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:30 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within 90 days after receipt of approved layout drawings.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> CARPET REPLACEMENT after the 5 th year	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency annually _____	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space 5 years _____	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency every three years _____	Public Areas 5 years _____	

3. OTHER REQUIREMENTS

GSA Form 3516a GSA Form 3517b GSA Form 1217 GSA Form 1364
 GSA Form 3 518 Attachment to GSA Form 3626 – Lease Security Documents
 Seismic Compliance Form Attachment to GSA Form 3626 – Page 3

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSIBOMA 265.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE (Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Wright Executive Center 2900 Presidential Drive Suite 190 Fairborn, Ohio 45324-6244	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 3	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT. 3,228 rsf 2,874 usf	d. TYPE GENERAL OFFICE WAREHOUSE OTHER (Specify)

B. TERM

To have and to hold, for the term commencing on April 1, 2010 and continuing through March 31, 2013 inclusive. The Government may terminate this lease at any time on or after March 31, 2011, by giving at least 120 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT \$91,215.40 years 1-3	9. MAKE CHECKS PAYABLE TO (Name and address) Wright Executive Center Partners c/o Munsell Realty Advisors, INC. 2970 Presidential Drive suite 120 Fairborn, Ohio 45324-6244
8. RATE PER MONTH \$7,601.28	

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)
2900 Presidential Drive, LLC 23250 Chargin Blvd. Beachwood, Ohio 44122

10b. TELEPHONE NUMBER OF OWNER 216/504-4820	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING OWNER AUTHORIZED AGENT OTHER (Specify)
12. NAME OF OWNER OR AUTHORIZED AGENT Mark Munsell	13. TITLE OF PERSON SIGNING AUTHORIZED

AGENT	15. DATE 3/30/10	16. OFFER REMAINS OPEN UNTIL AWARDED (Date)
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PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents:

GSA Form 3626 -- 2 pages Attached to GSA Form 3626 -- Lease Security Documents GSA Form 3517b GSA Form 3518
Drawing of the space leased to the Government

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print)	17b. DATE 05-06-10
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Attachment to GSA Form 3626
FTS IT
Fairborn, Ohio
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18. All parties agree hereto that all terms and conditions of the lease as expressly contained herein represent the total obligations of the lease and the Government. Any agreements, written or oral, between the Lessor and the Government prior to execution of the lease are not applicable or binding. This agreement is binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

19. The Contracting Officer represents the General Services Administration as agent with authority to enter into the lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.

20. It is agreed that the agency will accept the space as-is.

21. It is agreed that no operating or tax adjustments costs will be included for this lease.

22. The term of the lease is three (3) years/one (1) year firm. The Government may terminate on or after March 31, 2011 by giving the Lessor 120 day written notice.

23. It is agreed that GS-05B-18543 is a fully serviced lease.

24. It is agreed that overtime usage shall be provided at no charge to the Government.

25. It is agreed that the Common Area Factor is 1.1231.

26. It is agreed that there is a 3% increase on the anniversary date of this lease.

Lessor AK Gov't EL