

**U.S. GOVERNMENT
 LEASE FOR REAL PROPERTY**

DATE OF LEASE

December 17, 2010

LEASE NO.

GS-05B-18631

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

whose address is 20445 Emerald Parkway Drive, SW, Suite 220
 Cleveland, OH 44135-7953

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:

A total of 32,504 rentable square feet (RSF) of office and related space, which yields 32,504 ANSI/BOMA Office Area square feet (USF) of space at U.S. Customs and Border Protection, 6747 Engle Road, Middleburg Heights, OH 44130-7953 to be used for such purposes as determined by the General Services Administration. Included in the rent, at no additional cost to the Government, are one hundred twenty (120) on-site surface parking spaces and twenty-five (25) on-site reserved secure parking spaces for exclusive use of Government employees and government motorized equipment.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises upon completion of Phase I construction, in accordance with the tenant improvement schedule in Paragraph 11, and continuing for fifteen (15) years, ten (10) years firm, beginning on or about April 1, 2011, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor in accordance with the following table:

Year	Shell	Taxes	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	Total Monthly Rent
1 (months 1-2)	\$ 446,604.00	\$ 76,384.40	\$ 157,485.95	\$ 52,360.71	\$ -	\$ 732,835.06	\$ 61,069.59
1 (month 3)	\$ 446,604.00	\$ 76,384.40	\$ 157,485.95	\$ 88,972.44	\$ -	\$ 769,446.79	\$ 64,120.57
1 (months 4-5)	\$ 446,604.00	\$ 76,384.40	\$ 157,485.95	\$ 125,790.38	\$ -	\$ 806,264.73	\$ 67,188.73
1 (months 6-12)	\$ 446,604.00	\$ 76,384.40	\$ 157,485.95	\$ 163,026.48	\$ -	\$ 843,500.83	\$ 70,291.74
2-5	\$ 446,604.00	\$ 76,384.40	\$ 157,485.95	\$ 163,026.48	\$ -	\$ 843,500.83	\$ 70,291.74
6	\$ 491,204.16	\$ 76,384.40	\$ 157,485.95	\$ 163,026.48	\$ -	\$ 888,100.99	\$ 74,008.42
7	\$ 501,028.24	\$ 76,384.40	\$ 157,485.95	\$ 163,026.48	\$ -	\$ 897,925.07	\$ 74,827.09
8	\$ 511,048.81	\$ 76,384.40	\$ 157,485.95	\$ 163,026.48	\$ -	\$ 907,945.64	\$ 75,662.14
9	\$ 521,269.78	\$ 76,384.40	\$ 157,485.95	\$ 163,026.48	\$ -	\$ 918,166.61	\$ 76,513.88
10	\$ 531,695.18	\$ 76,384.40	\$ 157,485.95	\$ 163,026.48	\$ -	\$ 928,592.01	\$ 77,382.67
11	\$ 471,791.49	\$ 76,384.40	\$ 157,485.95	\$ -	\$ -	\$ 705,661.84	\$ 58,805.15
12	\$ 481,227.32	\$ 76,384.40	\$ 157,485.95	\$ -	\$ -	\$ 715,097.67	\$ 59,591.47
13	\$ 490,851.87	\$ 76,384.40	\$ 157,485.95	\$ -	\$ -	\$ 724,722.22	\$ 60,393.52
14	\$ 500,558.90	\$ 76,384.40	\$ 157,485.95	\$ -	\$ -	\$ 734,429.25	\$ 61,202.44
15	\$ 510,682.28	\$ 76,384.40	\$ 157,485.95	\$ -	\$ -	\$ 744,552.63	\$ 62,046.05

The amortization payments have been calculated based on the schedule in Paragraph 11 of this SF-2.

Upon substantial completion of each phase, a supplemental lease agreement will be prepared and executed by both parties to reflect the actual effective date of each phase. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Amsdell and Amsdell
 20445 Emerald Parkway Drive, SW, Suite 220
 Cleveland, OH 44135

4. The Government may terminate this lease in whole or in part at any time after the tenth (10th) year by giving at least sixty (60) days' notice 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 of the rental consideration, the following:

A. Those facilities, services, supplies, utilities, maintenance and other operations as set forth elsewhere in this lease.

B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18631 and other attachments to the Lease referenced in Paragraph 7 of this SF-2.

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

U.S. Government Lease For Real Property, Standard Form 2 – 2 pages
Attachment A (Paragraphs 9 – 29) – 4 Pages
Solicitation for Offers (SFO No. GS-05B-18631 dated August 4, 2010) — 51 Pages
Attachment No. 1 to Lease No. GS-05B-18631 – Special Requirements for Customs and Border Protection
Office of Field Operations (OFO), Cleveland Field Office – 40 Pages
Form 3517B General Clauses (Rev 11/05) — 33 Pages
Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages
Exhibit A, Floor Plans — 2 Pages
Exhibit B, Site Plan – 1 Page
Form B Document Security – 2 Pages

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

A. Paragraph 5 was deleted in its entirety without substitution.

B. Paragraph 1.9 of SFO No. GS-05B-18631 is hereby deleted in its entirety and replaced with the following:
"Completion of Phase One construction and lease commencement is required no later than July 1st, 2011.
Completion of Phase Two construction is required no later than August 16th, 2011. Completion of Phase Three construction is required no later than October 1th, 2011. Completion of Phase Four construction is required no later than November 16th, 2011."

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

Page 2 of 2

LESSOR AMSDELL AND AMSDELL

[Redacted Signature]

TODD C. AMSDELL - MANAGER

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

(Signature)
20445 EMERALD PARKWAY DR. SW. 220, CLEVELAND, OH 44135
1350 Euclid Avenue, Suite 300, Cleveland, Ohio 44115
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [Redacted Signature]

Leasing Contracting Officer

(Official title)

9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated November 9, 2010, submitted by the Lessor under SFO No. GS-05B-18631 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
10. The total ANSI/BOMA office area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 34,660 ANSI/BOMA office area square feet as stated in Paragraph 1.1, as amended, of the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of the rate per ANSI/BOMA Office Area square foot per annum.

11. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$1,105,717.82 toward the cost of the Tenant Improvements. Build out will occur in four phases. The existing building consists of approximately 21,932 ANSI/BOMA Office Area square feet which is currently occupied by the Government under a different lease with the Lessor. Phase I will consist of the construction of an additional 10,572 ANSI/BOMA Office Area square feet to the building. This lease for approximately 32,504 shall commence upon the Government's acceptance of Phase I construction. Tenant improvement payments shall commence for only the construction items approved and accepted for the Phase One construction items or approximately 10,572 ANSI/BOMA Office Area square feet. The remaining tenant improvement costs will be amortized over the remaining firm term upon acceptance of each phase. Construction and tenant improvement costs shall adhere to the following approximate schedule:

Construction of Phase I (approximately 10,572 ANSI/BOMA Office Area square feet) will be completed on or about April 1, 2011. The tenant build out cost of \$359,637.24 (based on \$34.0179 per ANSI/BOMA Office Area square foot) is amortized for a period of one hundred twenty (120) months at 8.0%. Therefore, the amortized tenant build out costs for Phase I are \$52,360.71 per annum or \$4.95 per rentable square foot.

Construction of Phase II (approximately 7,311 ANSI/BOMA Office Area square feet) will be completed on or about June 1, 2011. The tenant build out cost of \$248,704.87 (based on \$34.0179 per ANSI/BOMA Office Area square foot) is amortized for a period of one hundred eighteen (118) months at 8.0%. Therefore, the amortized tenant build out costs for Phase II are \$36,611.73 per annum or \$5.01 per rentable square foot.

Construction of Phase III (approximately 7,311 ANSI/BOMA Office Area square feet) will be completed on or about July 1, 2011. The tenant build out cost of \$248,704.87 (based on \$34.0179 per ANSI/BOMA Office Area square foot) is amortized for a period of one hundred seventeen (117) months at 8.0%. Therefore, the amortized tenant build out costs for Phase III are \$36,817.94 per annum or \$5.04 per rentable square foot.

Construction of Phase IV (approximately 7,310 ANSI/BOMA Office Area square feet) will be complete on or about September 1, 2011. The tenant build out cost of \$248,670.85 (based on \$34.0179 per ANSI/BOMA Office Area square foot) is amortized for a period of one hundred fifteen (115) months at 8.0%. Therefore, the amortized tenant build out costs for Phase IV are \$37,236.10 per annum or \$5.09 per rentable square foot.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using an 8.0% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term on which the Government is paying rent (120 months). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 8.0% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

INITIALS: JA & CB
LESSOR GOVERNMENT

STANDARD FORM 2, ATTACHMENT A

Lease No. GS-05B-18631

PAGE 2 of 4

12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is established as 100%. The Property Tax Identification Number is 371-17-031. The real estate tax base is \$2.35 per ANSI/BOMA Office Area square foot or \$76,384.40. Should property taxes be appealed or adjusted downward, actual bills plus the final certification from the Real Estate Tax board of Appeals shall be presented to the Government, along with actual adjusted tax bills as stated in the SFO.
13. In accordance with Paragraph 4.3 of the SFO entitled Operating Costs, the escalation base is established as \$4.85 per ANSI/BOMA Office Area square foot (\$157,485.95/annum).
14. The Common Area Factor, as referenced in Paragraph 4.1 of the SFO, is established as 1.00.
15. In accordance with Paragraph 4.6 of the SFO entitled Overtime Usage, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"). The rate for HVAC overtime usage is established as \$60.00 per hour. The rate for areas requiring 24-hour HVAC overtime usage is established as \$12.11 per ANSI/BOMA Office Area square foot per annum.
16. Lessor shall provide janitorial service within Tenant's space during tenant working hours.
17. The Lessor has submitted to the Government the construction schedule required in Section 5.10, Construction Schedule and Acceptance of Tenant Improvements, of the SFO attached to the lease. This construction schedule is attached to and incorporated into this lease by reference in paragraph 7 of the SF-2. Notwithstanding anything to the contrary contained in Section 5.10, Construction Schedule and Acceptance of Tenant Improvements, of the SFO attached to the lease, the Lessor shall perform the work in accordance with the construction schedule referenced in paragraph 7 of the SF-2.
18. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
19. The Lessor is a small business. The Tax Identification Number is [REDACTED] The DUNS number is 807078936.
20. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.
21. Pursuant to Paragraph 4.11 of the SFO, Novation and Change of Name, In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
 - A. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205
 - B. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
 - C. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
 - D. The transferee must submit a new GSA Form 3518, Representations and Certifications.
 - E. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.

INITIALS: ICA & CB
LESSOR GOVERNMENT

- F. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
 - G. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
 - H. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
 - I. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.
22. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
23. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease.
24. It is agreed by the parties hereto that all the 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 are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
25. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
26. 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 "Leased Premises".
27. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED] (see calculation table below). 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 [REDACTED] 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: ICA & CB
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 upon the Government's acceptance of the premises, and shall continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$61,069.59 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$61,069.59 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$64,120.57 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$67,188.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.

Fifth Month's Rental Payment \$67,188.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's rent.

28. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:

- A. The General Conditions will not exceed 6.0% of the total subcontractor's costs.
- B. There are no General Contractors fees.
- C. Architectural and Engineering fees will not exceed 5.0% of the total subcontractor's costs.
- D. Lessor's Project Management fees will not exceed 8.00% of the total subcontractor's costs.

29. All electricity and utility costs will be the Landlord's responsibility and will be paid directly by Landlord.

INITIALS: ICA & CB
LESSOR GOVERNMENT