

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE **September 15, 2011**

LEASE NO.
GS-05B-18694

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

whose address is **WSRS Properties, LLC
6199 Dressler Rd. NW
Canton, Ohio 44720**

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:
- 2.

7,189 RENTABLE SQUARE FEET OF OFFICE AND RELATED SPACE LOCATED ON THE SECOND FLOOR AND 14 SURFACE PARKING SPACES AT THE Buckingham, Doolittle & Burroughs, LLP 4518 Fulton Drive NW Canton, OH 44718

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 beginning on **April 2, 2012 through April 1, 2027.**
3. The Government shall pay the Lessor **annual rent of \$183,678.95 at the rate of \$15,306.58 per Month in arrears for the first year.** Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
4. The Government may terminate this lease at any time after **April 1, 2022**, by giving at least **120 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 of the rental consideration, the following:

THIS LEASE SHALL BE ALL-INCLUSIVE

Also, as part of the rental consideration, the Lessor shall meet as responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18694 as amended, [REDACTED] (b)(6) Specific I Requirements and other attachments to the lease referenced in Paragraph 7.

7. The following are attached and made a part hereof:
The General Provisions and Instructions (Standard Form 2 - A _____ edition).
Standard Form 2
Solicitation for Offers No. GS-O5B-18694
[REDACTED] Specific Requirements
Second Floor Floor-plan
GSA Form 3517B
GSA Form 3518

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

See Attachment A to Standard Form 2

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

[REDACTED] WSPS Properties, LLC
[REDACTED] _____
(Signature)

IN PRESENCE OF [REDACTED] [REDACTED]

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION
BY [REDACTED] _____
Contracting Officer
(Official title)

9. The date of this lease, September 16, 2011, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Revision to your Proposal dated August 8, 2011 under SFO GS-05B-18694.
10. If the actual date of beneficial occupancy by the Government is different than **April 2, 2012**, then the actual effective date will be established by Supplemental Lease Agreement to this lease. The term will then be in affect for 15 years, 10 years firm thereafter, computed from the actual effective date of beneficial occupancy.
11. The total rentable and usable square foot area referred to in Paragraph 1 of GSA SF-2, is subjected to an adjustment downward or upward with the actual number to be determined by a mutual field measurement. Should there be any adjustments in the actual amount the per annum rental rate shall be adjusted. The lease will be amended by Supplemental Lease Agreement after actual measurements to establish the correct square footage and rental.
12. Lessor agrees to provide up to **\$43.31** per usable square foot toward the cost of the improvements. In the event that the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of a rent reduction a 8% discount. The refund will be a credit equally spread out throughout the lease term.
13. It is mutually agreed that the Government will have 20 parking spaces, this cost is included in the rent.
14. The rent is **not** subject to annual operating cost adjustments in accordance with Section 4.3 within this lease.
15. It is agreed that for the purpose of computing Real Estate Taxes the Government occupies **17.1%** of the building.
16. There is no rate for overtime HVAC.
17. The annual rent is computed as follows:
- | | | |
|---------------|-----------------|--------------|
| Years 1 -5 | Base Rent | \$138,316.36 |
| | Space Build-out | \$45,362.58 |
| Years 6 - 10 | Base Rent | \$145,505.36 |
| | Space Build-out | \$45,362.58 |
| Years 11 - 15 | Base Rent | \$149,890.65 |
| | Space Build-out | \$0.00 |
18. It is agreed by the parties, hereto that all the terms and conditions of the lease as expressly contained herein, represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and the 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 the Government.

INITIALS:


LESSOR

&


GOVERNMENT