

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

April 17, 2012

LEASE NO.

GS-05B-18723

THIS LEASE, made and entered into this date by and between Renaissance Center, Limited Partnership

Whose address is 34555 Chagrin Blvd.
Moreland Hills, OH 44022-1068

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 total of 10,818 rentable square feet (RSF) of office and related space, which yields 9,326 ANSI/BOMA Office Area square feet (USF) of space at U.S. Bank Centre, 1350 Euclid Avenue, Cleveland, Ohio to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government is one (1) onsite structured parking space for the exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the leased premises but not to exceed one hundred twenty (120) calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent at the following rate:

Term Months	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-2	\$0.00	\$0.00	\$9.00	\$9.00	\$97,362.00	\$8,113.50
3-60	\$16.87	\$5.16	\$9.00	\$31.03	\$335,682.54	\$27,973.55
61-120	\$18.81	\$5.16	\$0.00	\$23.97	\$259,307.46	\$21,608.96
121-180	\$27.00	\$5.16	\$0.00	\$32.16	\$347,906.88	\$28,992.24

One (1) onsite structured parking space is included in the rent at no additional cost to the Government.

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

Renaissance Center, Limited Partnership
34555 Chagrin Blvd.
Moreland Hills, OH 44022-1068

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

LESSOR
RENNAI

[Redacted Signature]

BY

President

(Title)

IN PRE

[Redacted Signature]

34555 Chagrin Blvd., Moreland Hills, OH

(Address)

UNIT

[Redacted Signature]

BY

Lease Contracting Officer, General Services Administration

4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) year by giving at least 90 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: \$32.16 per RSF, provided notice be given in writing to the Lessor at least two hundred seventy (270) 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:

A. Those facilities, services, supplies, utilities, maintenance, space improvements, parking and special requirements. This is a fully-serviced lease in accordance with SFO GS-05B-18723 dated March 10, 2011.

B. Build out in accordance with standards set forth in SFO GS-05B-18723 dated March 10, 2011, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the anticipated lease commencement date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.

C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Lease Contracting Officer.

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

- A. Solicitation for Offers GS-05B-18723 dated May 10, 2011 (52 pages).
- B. Amendment No. 1 to SFO GS-05B-18723 dated May 20, 2011 (3 pages)
- C. Amendment No. 2 to SFO GS-05B-18723 dated December 12, 2011 (1 page)
- D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
- E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- F. Exhibit A – Base Plans, including 3rd floor premises plan and site parking plan (2 pages)
- G. Exhibit B – Legal Description (2 pages)

8. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$400,271.92 shall be amortized through the rent for five (5) years at the rate of 8.0%. The total cost of Tenant Improvements for the amortization period shall be \$486,964.28.

9. In accordance with the SFO paragraph 4.2 B.9. entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 4.3616%.

10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$5.16/RSF (\$55,778.87/annum).

11. In accordance with the SFO paragraph 4.1 C. entitled *Common Area Factor*, the common area factor is established as 1.1599828 (10,818 RSF/9,326 USF).

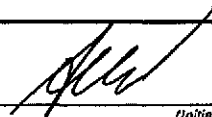
12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$.8752/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour for the entire building or any portion thereof. Overtime shall not be charged during normal building hours of operation or during the hours of operation set forth in the SFO paragraph 4.5 entitled "Normal Hours".

14. The rate for areas requiring 24 hour per day HVAC is established as \$10.00 per day (\$.34 per RSF per annum) which shall be paid separately from rent by lump sum payment.

LESSOR

BY


(Initial)

UNITED STATES OF AMERICA

BY


(Initial)

15. In accordance with the SFO paragraph 4.2 entitled "Tax Adjustment," this lease is subject to real estate tax adjustment. The real estate tax base amount for the entire building is \$734,543.69. The Government's proportionate share real estate tax base amount is established as \$32,037.89. The percentage of occupancy is 4.3616%.

16. Fees applicable to Tenant Improvements shall not exceed:
- General Conditions – \$18,568.00 flat fee
 - General Contractor – 9%
 - Architectural/Engineering – \$2.25 per usable square foot
 - Lessor Project Management Fee – 0%

17. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. In the event the Aggregate Lease Value increases or decreases due to a change in the amount of Tenant improvements to be amortized, the commission percentage shall remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment be reflected in the second one – half (1/2) payment.

Due to the Commission Credit which shall be hereby agreed to as [REDACTED] of the firm term value of this lease, only [REDACTED], will be payable to Studley when the Lease is awarded. The remaining [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Due to the rent abatement during Months 1 and 2, the reduction in shell rent shall commence with the third month of the rental payments and continue each month until fully recaptured.

Notwithstanding Paragraph No. 3 of the 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 third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Third Month's Rental Payment of \$27,973.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.
Fourth Month's Rental Payment of \$27,973.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.
Fifth Month's Rental Payment of \$27,973.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's rent.

18. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

19. All questions pertaining to this Lease shall be referred to the Lease Contracting Officer of General Services Administration (GSA) 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 the Lease 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.

LESSOR

UNITED STATES OF AMERICA

BY _____



BY _____



(Initial)