

LEASE NO. GS-05B-18962

Succeeding/Superseding Lease
GSA FORM L202 (January 2012)

This Lease is made and entered into between

SYLVESTER & VERNAL DEVELOPMENT CO.

("the Lessor"), whose principal place of business is **7087 West Boulevard, Suite 10, Youngstown, Ohio, 44512-7335**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**Western Reserve Park
590 East Western Reserve Road, Building #1
Youngstown, Ohio 44514-3391**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning **OCTOBER 1, 2012**, and continuing through **SEPTEMBER 30, 2022**.

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

F
[Redacted Signature]

Title: MANG. AGENT
Date: JULY 30, 2012

FOR THE GOVERNMENT:
[Redacted Signature]

PEGGY IVARRA
LEASE CONTRACTING OFFICER
Date: 8/8/12

[Redacted Signature]

Name: COMPTROLLER
Title: COMPTROLLER
Date: 7/30/12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 7,797 rentable square feet (RSF), yielding 7,797 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.0, located on one (1) floor as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: 32 parking spaces as depicted on the plan attached hereto as Exhibit A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

- A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

Months	Annual Rent	Rental rate per RSF
Year 1	\$76,662.83	\$9.83
Year 2	\$77,429.46	\$9.93
Year 3	\$78,203.75	\$10.03
Year 4	\$78,985.79	\$10.13
Year 5	\$79,775.65	\$10.23
Year 6	\$80,573.40	\$10.33
Year 7	\$81,379.14	\$10.44
Year 8	\$82,192.93	\$10.54
Year 9	\$83,014.86	\$10.65
Year 10	\$83,845.01	\$10.75

- B. For the benefit of the Government, the parties agree to a \$6,388.57 rent credit to the Government. The rental amount shall be reduced by \$6,388.57 for a one (1) month period.
- C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- D. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- E. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

4. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

F. Parking shall be provided at a rate of \$0.00 per parking space per month.

1.04 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective after **SEPTEMBER 30, 2017** by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (SEPT 2011)

This Lease may be renewed at the option of the Government for a term of **FIVE (5) YEARS** at the following rental rate(s):

Months	Annual Rent	Rental rate per RSF
Year 11	\$84,683.46	\$10.86
Year 12	\$85,530.29	\$10.97
Year 13	\$86,385.60	\$11.08
Year 14	\$87,249.45	\$11.19
Year 15	\$88,121.95	\$11.30

provided notice is given to the Lessor at least 30 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.06 DOCUMENTS INCORPORATED (SEPT 2011)

The following documents are incorporated:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
GSA FORM 3517B GENERAL CLAUSES	33	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	C

1.07 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.50 per ABOA sq. ft. of space vacated by the Government.