

TECHNICAL RESOURCE CENTER RECRUITMENT AGREEMENT

This Technical Resource Center Recruitment Agreement (the "Agreement") is entered into by and between Top Gun Sales Performance, Inc. ("Top Gun") and the City of Mason, Ohio ("Mason"), on this 6<sup>th</sup> day of JULY, 2012.

WHEREAS, the purpose of this Agreement is to provide a business attraction tool for the City of Mason to recruit start up, entrepreneurial technology companies that can fit a certain specialized defined description in the BioHealth/Digital/IT sector; and

WHEREAS, it is anticipated that the technical resource center will be valuable during business recruitment incentive development where such a center may leverage companies to make investment decisions in Mason over competition; and

WHEREAS, the technical resource center space will provide a technical offering to start-ups by providing technical resources to house and grow attractive small growth companies in their early stages of growth when overhead costs need to be driven as low as possible to support the product innovation, development, commercialization and job creation; and

WHEREAS, communicating the competitive advantages of the City of Mason within target business attraction sectors is critical to gaining economic development momentum within the CincinnatiUSA Region and nationally, and a technical resource center will secure certain advantages and objectives toward that positioning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. For the purposes of this Agreement, the following definitions shall apply:
  - a. "TRC" or "Technical Resource Center" shall mean approximately 26,000 square feet of office space on the second floor of the property located at 5155 Financial Way, Mason, Ohio 45040, as further detailed in **Exhibit A**.
  - b. "MGC" or "Mason Growth Companies" shall mean companies that generally meet evaluation criteria as set forth in **Exhibit B**, as determined by Mason.
  - c. "TRC Fund" shall mean the value of combined contributions, in all forms, from Top Gun and Mason to foster and support the utilization of the TRC. The TRC Fund shall have an initial combined value of \$200,000.

- d. "MGC Reserve Space" shall mean a continuously available space consisting of not less than 4,000 contiguous square feet up to 26,000 within the TRC at all times provided as a protective measure to assure opportunity for Mason companies. As tenant lease agreements are signed and square footage is encumbered by MGC tenants, additional rolling square footage will be added to continuously maintain the minimum available contiguous square footage.
      - e. "MGC Optional Space" shall mean certain mutually agreeable space available for lease to any MGC within any other property owned by Top Gun or VGC Development, LLC, at the option of Mason and with the consent of Top Gun. Optional space is added to provide further flexibility for Mason and MGC tenants and will only be used in place of MGC Reserve Space at Mason's full discretion.
2. Mason will initially contribute a sum of \$100,000 to the TRC Fund, to be utilized as part of the TRC program, as set forth in this Agreement.
3. In consideration of said contribution, Top Gun will commit a total of \$100,000 in rental value to the TRC Fund, to be utilized as part of the TRC program, as set forth in this Agreement.
4. Top Gun agrees that during the Initial Term of this Agreement and any renewal periods thereafter that it shall preserve no less than 4000 contiguous square feet and no more than 26,000 square feet for the TRC program. A minimum of 4000 contiguous square feet shall constitute the MGC Reserve Space and shall be a continuously available rolling open space reserved for the TRC Program. Said square footage shall not include already leased space by any tenant including MGC leases. Notwithstanding anything herein to the contrary, VCG shall not be obligated to commit, lease, or hold in reserve square footage in excess of the unapplied balance of Mason's commitment to the TRC Fund.
5. General Process to utilize the TRC Fund:
  - a. A potential MGC will be identified by Mason.
  - b. Top Gun and Mason will mutually determine the viability of the MGC as a TRC participant by reviewing, among other factors, the evaluation criteria found in **Exhibit B**.
  - c. Top Gun and Mason will discuss deal structure options in order to define each party's participation levels for allocation of TRC Funds.
  - d. Top Gun will complete space allocation floor plan and provides to Mason and MGC.
  - e. Top Gun and Mason will jointly determine Term Sheet Offer for cost, term, and TRC Fund allocations.
  - f. Mason will submit Term Sheet Offer to MGC.
  - g. Mason and Top Gun will perform final due diligence to determine qualifications of MGC and obtain written lease agreement between MGC and Top Gun for TRC space lease and separate Participation Agreement between MGC and Mason (model Participation Agreement attached hereto as **Exhibit C**).
  - h. MGC will enter into terms substantially in conformity with Top Gun's standard lease, a copy of which is attached hereto as **Exhibit D**. Top Gun May require personal guarantees from MGC principals or third parties, as it deems appropriate in its sole discretion. Upon execution of the lease, all duties or responsibilities as landlord shall be vested in Top Gun, and Mason shall have no duties or responsibilities as landlord.

6. Top Gun and Mason hereby agree that the market rate for the TRC space, including all Common Area Maintenance (CAM) expenses shall be \$24.00 per square foot as long as the agreement is in place.
7. At a minimum and to be provided by Top Gun within the \$24.00 per square foot market rate, the TRC space shall be made available "as is" and shall include carpet, finished walls, standard fixtures, all common areas complete, security access (lockable doors, key cards), HVAC, lighting, external building maintenance, utilities, maintenance, an internal wired network, internet via Top Gun's high speed fiber optic, public wi-fi for MGC clients or other users, internet connectivity, long distance, fully redundant, shared 20 megabit, 4G/second, up to 40 Megabit. Any further tenant build-out, modifications, or alterations deviating from or in addition to the "as is" space provided herein shall be subject to the approval of Top Gun and shall be at tenant's cost.
8. Mason and Top Gun agree that if mutually beneficial opportunities arise during the Term of this Agreement, the parties may mutually agree to a customized arrangement outside the parameters of this Agreement. Top Gun shall have the right to terminate this Agreement at any time by delivering written notice of its intention to terminate along with payment of an amount equal to the remaining unused and uncommitted balance of Mason's contribution to the TRC Fund.
9. As Mason and Top Gun mutually evaluate the viability of MGC candidates for the TRC Program, each party recognizes and acknowledges that both parties must consent to the acceptance of any MGC, and both parties agree not to unreasonably withhold such consent.
10. Top Gun, at its sole cost, shall develop a space advertisement to use in the recruitment of MGC tenants which shall include a one page brochure and an internet accessible micro site. A template for the space advertisement is attached hereto as **Exhibit E**.
11. Mason and Top Gun agree that Top Gun will target between \$8/SF and \$16/SF in actual rent revenue from MGCs during each term. This negotiated target rate, which may be an adjustable rate within six to 12 month increments, determined at the beginning of each TRC lease, shall be considered a contribution by Top Gun and Mason to aid in the economic development efforts of the City of Mason. If MGC brings more criteria benefit to long term Mason economic objectives and/or the MGC brings more criteria benefit to the long term Top Gun Company growth objectives, rates will be adjusted as such. Notwithstanding the foregoing, and unless the parties agree otherwise in writing, the difference between the market rate of \$24.00 per square foot and the sum of actual rent paid by the MGC tenant and the amount underwritten by Mason's contributions to the TRC Fund shall be operate as a credit towards VCG's obligation to contribute to the TRC Fund.
12. A sample term sheet is attached hereto as **Exhibit F**. The cost share per participant shall be determined by agreement of Mason, Top Gun, and the MGC, but in no event shall the total be less than \$24.00 per square foot, unless mutually agreed to by Mason and Top Gun..
13. In order to access TRC Funds, the MGC must enter into a lease with Top Gun for a minimum of 12 months.
14. In addition to entering into a lease with Top Gun, the MGC must also enter into a Participation Agreement with Mason, detailing the MGC's responsibilities and obligations, including but not

limited to quarterly job and revenue reports to Mason. In the event that Mason determines, in its sole discretion, that MGC is not complying with the Participation Agreement, or that MGC is not making satisfactory technical, marketing or financial progress as a TRC program participant, Mason may discontinue MGC's use of TRC Funds by providing notice to MGC and Top Gun at least 30 days prior to the date of discontinuance. The amount of rent represented by the discontinued use of TRC Funds shall remain the obligation of MGC tenant for the duration of the term of the subject TRC lease.

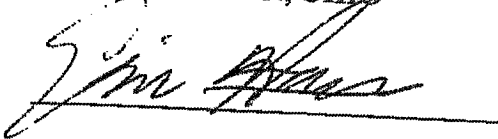
15. The Initial Term of this Agreement shall be for five years, and the parties shall attempt to utilize the TRC Fund by the end of five years. If, at the end of the Initial Term, Mason has not utilized the full \$200,000.00 value of the TRC Fund, Mason and Top Gun shall have the option of mutually extending this Agreement for successive one year periods until such time as Mason has utilized the full \$200,000.00 value of the TRC Fund. In the event that Top Gun chooses not to extend the Agreement, Top Gun shall have the option of terminating the Agreement upon payment of an amount equal to the amount of remaining Mason contributions in the TRC Fund.
16. During the Initial Term of this Agreement and any extension thereof, Top Gun shall submit and annual report to Mason not later than the 31<sup>st</sup> day of January of each year. Such annual report shall certify the amount of square footage available in the TRC and shall further certify Top Gun's calculations detailing the expenditures from the TRC Fund including a statement as to the remaining balance of the TRC Fund. Upon receipt of the annual report, Mason shall have thirty (30) days to contest the contents of the report. The parties shall use best efforts to resolve any disputes within a commercially reasonable timeframe.
17. Default and Cure. Either party's failure to comply with any of the covenants, agreements, or conditions contained in this Agreement which shall continue for a period of sixty (60) days after written notice thereof shall constitute a default. If, after the expiration of said sixty (60) day cure period, the defaulting party has failed to cure the default, the non-defaulting party shall be entitled to the remedies set forth herein.
18. Top Gun covenants that it shall deliver to Mason evidence of a life insurance policy for J. Steven Osborne naming Mason as a beneficiary for an amount not to exceed \$100,000 to secure Top Gun's obligations under this Agreement. Top Gun covenants that it shall maintain said life insurance policy during the term of this Agreement and shall, upon written request from Mason, provide evidence annually that the insurance policy is in effect. Upon the death of J. Stephen Osborne, (i) the proceeds, or a portion thereof, of the insurance policy shall be delivered to Mason at its Notice Address, and (ii) Mason shall apply such proceeds in such amounts as to make Mason whole for its initial contribution of \$100,000.00.
19. Top Gun further covenants that it shall deliver to Mason a Mortgage from VGC Development, LLC (substantially in the form of the Note and Mortgage attached hereto as **Exhibit G**) to secure the obligations of Top Gun under this Agreement.
20. Remedies. Upon the occurrence of an event of default, Mason shall be entitled to terminate the Agreement and withdraw any remaining funds in the TRC Fund. In addition, Top Gun shall be

required to repay to Mason the remaining unexpended balance of Mason's contribution to the TRC Fund. No remedy granted to either party shall be deemed to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy hereunder, now or hereafter existing at law, in equity, or by statute.

21. This Agreement is between Mason and Top Gun. No additional persons, including but not limited to any actual or potential MGC tenant is intended to be a third-party beneficiary of this Agreement. Top Gun shall not under any circumstances be responsible for any loss or damage, indirect, special, ordinary, exemplary, consequential or otherwise, and under no circumstance shall top Gun's total liability arising hereunder exceed the amounts contributed by Mason pursuant to section2 hereof.
22. The Top Gun corporate value assigned to this Agreement may be transferred to other Mason - Top Gun agreements, including but not limited to the Media Bank Services Agreement, if determined needed by Mason.
23. This Agreement and all the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign or otherwise transfer this Agreement hereunder to any entity without the prior written consent of the other party and any proposed assignment or other transfer without the other party's consent shall be null and void and of no legal force or effect.
24. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.
25. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof.
26. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties and with respect to the subject matter hereof, and may not be modified except by an agreement in writing signed by each of the parties hereto.
27. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials as of the date and year first written above.

**CITY OF MASON, OHIO**



Eric Hansen

**TOP GUN SALE PERFORMANCE, INC.**



By: J. Steven Osborne

City Manager

Its: CITY MANAGER

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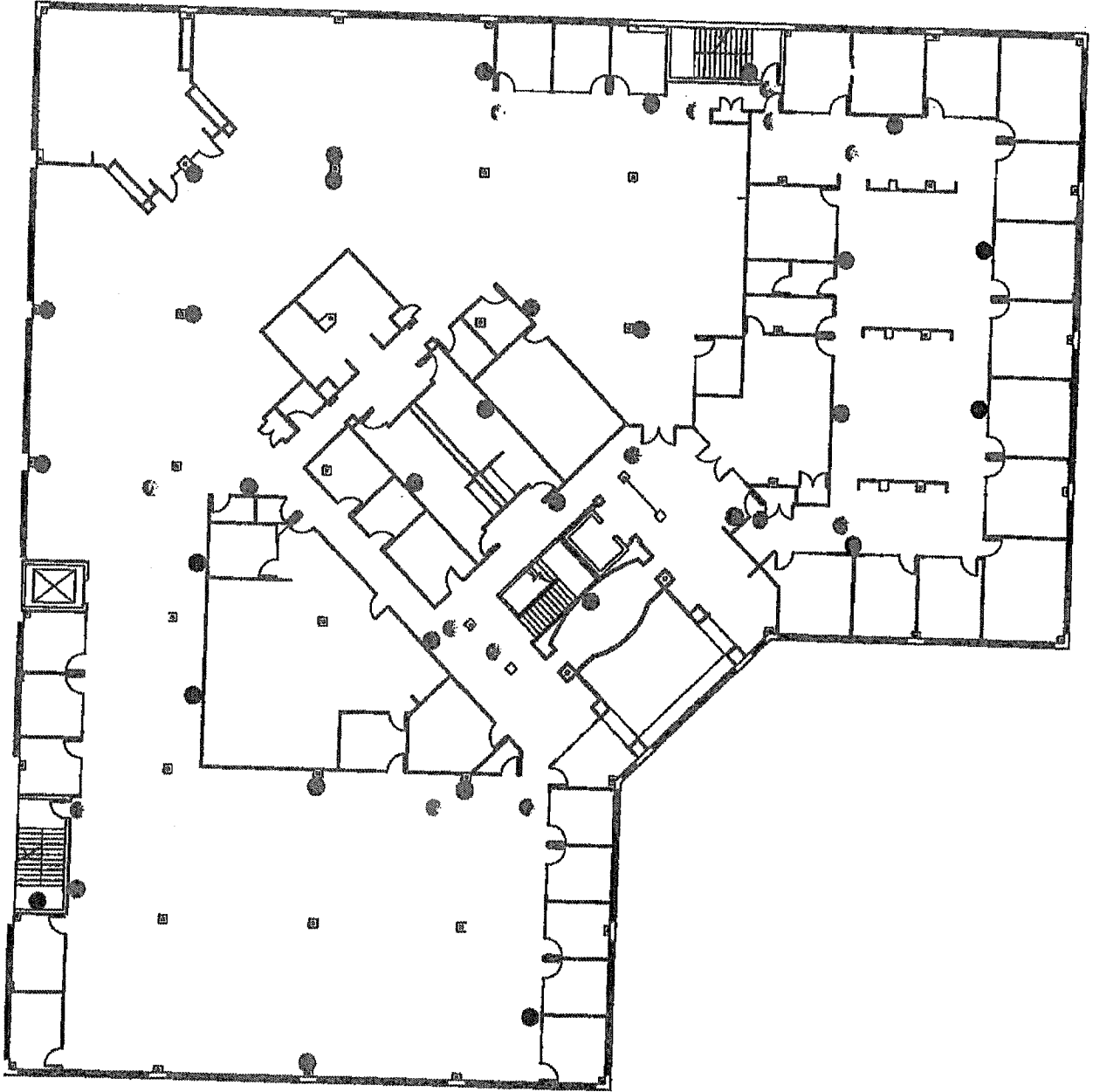
EXHIBIT A

[Description of Technical resource Center]

Approximately 26,000 square feet of finished office space

located at 5155 Financial Way, Mason, Ohio 45040

EXHIBIT  
A



- 2nd FLOOR
- Emergency Lights & Exit Signs
- Lights
- Exit Signs
- Exit Signs with Lights
- Motion Sensors



## EXHIBIT B

### Mason Growth Company Evaluation Criteria

The criteria used to evaluate prospective Mason Growth Companies throughout the application process should be based on the mission and objectives of the Technical resource Center Program and be compatible with the broad mix of technologies supported by the Program.

Suggested basic evaluation criteria include:

1. The business should be a technology-related and/or Bio/Health IT - related firm producing offerings that are seeking commercialization and/or are related to the City/Cincinnati/USA/State of Ohio targets for growth and innovation in targeted sectors. Compatible manufacturing firms that meet these criteria would also be eligible to apply, provided their space needs were compatible with the TRC facility.
2. The business must be in early and mid stages of development. Early stage usually means within the first two years of business operations, but small and medium size companies involved in a significant change in direction or launching a new and growing business product may also apply.
3. The applicant must show ability to pay TRC rents while they develop positive cash flow.
4. The applicant must have a management team that Mason feels can handle the technical aspects of the business. The management team should have entrepreneurial business acumen or be willing to accept advice from relevant advisory persons.
5. The applicant must want to take advantage of and be able to benefit from the value-added services and guidance of the TRC.
6. The applicant business must have the capacity for growth and provide economic benefits to the area including creating new jobs and opportunities for area suppliers and vendors.
7. The applicant must not be in direct competition with existing TRC businesses.
8. The applicant must not be in competition with or in any way impair the business objectives or model of Top Gun or any of its related business entities.

EXHIBIT C

[Model Participation Agreement]

Between Mason and MGC

**Technical Resource Center Recruitment Agreement**  
**Company Participation Agreement**

This Participation Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the City of Mason ("Mason") and ("Lessee" or "Tenant").

WHEREAS, the purpose of this Agreement is to provide a business attraction tool for the City of Mason to recruit start up, entrepreneurial technology companies that can fit a certain specialized defined description in the BioHealth/Digital/IT sector; and

WHEREAS, it is anticipated that the technical resource center will be valuable during business recruitment incentive development where such a center may leverage companies to make investment decisions in Mason over competition; and

WHEREAS, the technical resource center space will provide a technical offering to start-ups by providing technical resources to house and grow the most technically astute attractive small growth companies in their early stages of growth when overhead costs need to be driven as low as possible to support the product innovation, development, commercialization and job creation; and

WHEREAS, communicating the competitive advantages of the City of Mason within target business attraction sectors is critical to gaining economic development momentum within the CincinnatiUSA Region and nationally, and a technical resource center will secure certain advantages and objectives toward that positioning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City of Mason and Lessee shall meet, within 45 days of lease approval with VGC Development LLC, to discuss, further define and approve the mutually agreed upon action steps to be taken for implementation of the opportunities set forth in items (a) through (d) below. The satisfactory compliance with these provisions shall be in the sole discretion of City of Mason. It is understood and acknowledged that this Lease Reduction opportunity represents an investment in economic development by the City of Mason by providing a business location and return on that

investment for the City of Mason, Ohio for a commitment to a high growth start up technology, as described in the attached **Exhibit A** (Company Description), to locate short and long term business and jobs in the City of Mason.

2. **Company contribution**

Lessee shall commit to:

- (a) Provide consulting on and conduct activities including branding and reputation, marketing collaboration within any campaign to promote business attraction for technology companies in similar sectors to choose the City of Mason, Ohio. Activities shall include:
  - i. Inclusion of City of Mason as a location in press releases
  - ii. Assistance with key messaging related to growth company sector and Mason to be used in media and trade publications, website, etc.
- (b) Assist the City of Mason in broadening understanding and exposure to specific growth company sector by:
  - i. Identifying pertinent and appropriate industry events for potential City participation including conferences and trade shows.
  - ii. Including the City in industry related activities and opportunities for attendance or presentations that are specific to the growth company sector.
  - iii. Identifying opportunities for showcasing the partnership between the City and growth company to key audiences.
- (c) Explore collaboration with other similar tech companies to increase exposure and opportunities to create critical mass of technology investment within the City of Mason.
- (d) Commit to report annual job and payroll in January of each year and provide business updates to City of Mason.
- (e) Serve in advisory capacity as it relates to primary industry segment of Mason Growth Company, when appropriate.

3. **City of Mason Contribution**  
**Creative and Entrepreneurial Physical Space**

**Mason Technical Resource Center Incentive**

Mason shall commit for the duration of the Term outlined in **Exhibit B**, renewals thereof to be renegotiated, an amount equal to 1800 sf for \$6 for yr1, \$2 for year 2, \$0 for yr 3 an amount equal to \$ 14,400 to be drawn from the TRC Fund, as that fund is defined in that certain Technical Resource Center Recruitment Agreement entered into between Landlord and the City of Mason, Ohio, and applied to Tenant's Rent obligations outlined in **Exhibit C**. Notwithstanding the foregoing, nothing herein shall relieve Tenant from responsibility for any of its obligations hereunder, including but not limited to Tenant's obligations to pay Rent.

**Workforce Attraction and Wellness Partnerships**

**Mason Community Center Incentive.** Landlord will provide Basic Family Memberships to the Mason Community Center (individual value \$984) for all Mason Growth Company Tenant's employees, with eligibility beginning at Commencement Date of the Lease, continuing during the Term of the Lease. Tenant shall contribute \$1584 to upgrade basic membership, to premier membership (individual upgrade value of \$396), to be made available to eligible employees, payable on October 1st, 2014, and every one year anniversary thereafter throughout the lease term, so long as Tenant occupies the Premises. It is anticipated that the Tenant shall have between 4 and 10 employees. If the total number of employees exceeds 20, the parties will renegotiate the annual Lessee contribution amount due.

City of Mason and Tenant shall have the option to renegotiate and renew this Incentive at the end of the Original Term of the Lease. The Mason Community Center Incentive shall be further outlined and calculated as set forth in **Exhibit b**, attached hereto and incorporated herein.

**Business Development Golf Access Incentive** Landlord will provide up to 15 rounds of golf at the Golf Center at Kings Island so long as Landlord owns this Golf Center, for businesses development, workforce recruitment and retention purposes.

**Wellness Programming Partnership** This is intended to provide an opportunity for City of Mason in partnership with Mason Technical Resource Center Tenant to develop wellness programming. As a corporate partner at the Mason Community Center Mason Technical Resource Center Tenant will explore seminars and other opportunities to leverage wellness programming in cooperation with the City of Mason, and its partners, Bethesda Health, Inc., Tri Health, and others that apply in areas such as: wellness/healthcare, mental health, ADHD, Pain Management, Depression.

4. **Default.**

(a) In the event that Lessee fails to comply with the provisions of paragraph 2 at the termination of the Lease, then Lessee shall be responsible for payment in full to Lessor of the full retail market value of \$16 per square foot for the term of occupancy under this Lease.

5. **Notice.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by certified mail in a postage paid envelope addressed to each of the parties as follows:

Mason: Eric Hansen, City Manager City of Mason, Ohio  
6000 Mason Montgomery Road  
Mason, Ohio 45040

Lessee: \_\_\_\_\_  
5155 Financial Way  
Mason, Ohio 45040

6. **Entire Agreement.** This Agreement and all Exhibits hereto contain the entire Agreement and understandings between the parties with respect to the subject matter hereof. There are no oral understandings, terms or conditions and neither party has relied upon any such representations, express or implied which are not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

City of Mason, Ohio:

Lessee:

By: \_\_\_\_\_  
Eric Hansen, City Manager

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

- Exhibit A. Company Description
- Exhibit B. Term Sheet
- Exhibit C. Lease

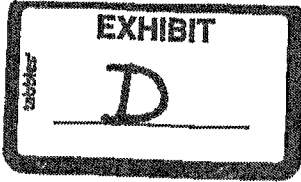
Exhibit D. Health and Wellness Incentive

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EXHIBIT D

[Standard Top Gun Lease]





## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2012, by and between VGC DEVELOPMENT LLC, an Ohio limited liability company ("Landlord"), and \_\_\_\_\_, a \_\_\_\_\_ ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as "the parties."

Landlord is the owner of land, buildings and other improvements known and numbered and legally described as: 5155 Financial Way, Mason, Warren County, Ohio 45040 (the "Property"). The Property's legal description and site plan are attached hereto as Exhibit A and Exhibit A-1 respectively.

Commencing on the commencement date (as defined herein), Landlord shall make available for immediate lease by Tenant, a portion of the Property described as \_\_\_\_\_ and indicated on the site plan attached hereto as Exhibit A-2 (the "Leased Property").

Therefore, in consideration of the mutual promises herein contained and other good and valuable consideration, the parties agree to the following:

**1. a. LEASE OF PROPERTY:** Landlord hereby leases to Tenant and Tenant leases from Landlord the Leased Property for a period of no less than twenty-four (24) months on the terms and conditions set forth herein.

**b. TERM:** The lease term is for a period of approximately twenty-four (24) months, commencing on the earlier of: (i) the date Landlord delivers occupancy to Tenant; or (ii) \_\_\_\_\_, 2012 (the "Commencement Date") and ending on \_\_\_\_\_, 2014 (the "Termination Date").

**c. RENT:** Tenant shall pay to Landlord during the Term rental in the amounts stipulated below:

Commencement Date through June 30, 2012: \$\_\_\_\_,000 per month;  
July 1, 2012 through November 30, 2012: \$\_\_\_\_,000 per month;

Upon execution of the Lease Agreement and prior to occupancy, Tenant agrees to pay Landlord the first month's rent of \$\_\_\_\_,000 and a security deposit of \$\_\_\_\_,000 for a total of \$\_\_\_\_,000 (\_\_\_\_\_ thousand dollars).

All Rent thereafter shall be payable in monthly installments in advance on the first day of each month. Unless otherwise instructed by Landlord, Tenant shall pay rent to VCG Development, LLC, as Landlord, at Landlord's address as provided by written notice to Tenant. All monetary obligations of Tenant to Landlord under the terms of this Agreement (except the Security Deposit) are deemed to be Rent.

**d. UTILITIES.** Landlord shall provide ordinary and customary electrical, water, sewer, heat and air conditioning to the Leased Property. Landlord shall have no liability to

Tenant for disruption of any utility service and in no event shall any such disruption constitute a constructive eviction or entitle Tenant to an abatement of Rent.

e. **SECURITY DEPOSIT:** \$ \_\_\_\_,000 due and payable upon execution of this Agreement.

f. **USE OF LEASED PROPERTY: "Permitted Use":** the Leased Property shall be used by Tenant for \_\_\_\_\_. Notwithstanding the foregoing, Tenant shall not use the Leased Property for the purposes of storing, manufacturing, selling or utilizing any explosives, flammables hazardous materials or any other inherently dangerous substances, chemicals or devices. Tenant shall also not use the interior of any building upon the Property for assembly, construction, repair, welding, treating of any materials or any other conduct other than the storage of goods and materials utilized by Tenant in its business operations.

g. **SERVICES TO BE PROVIDED BY LANDLORD:** Tenant is leasing the Leased Property to Tenant in "as is" condition and throughout the Lease Term and Landlord shall not have any responsibility to change, modify, renovate or alter the Leased Property in any way.. Landlord represents that all air conditioning units serving the Premises/Property are in good working order as of the date of this Lease Agreement. Tenant, at its expense, shall be responsible for its own janitorial cleaning services. Landlord's responsibility will be solely to trash removal, pest control, landscaping, snow removal, and repairs and maintenance of any HVAC systems and other equipment serving the Property, the structural components of the buildings upon the Property, including but not limited to the roof. All requests, for repairs and maintenance that are the responsibility of Landlord as set forth in this Agreement, shall be made in writing to Landlord.

h. **REMOVAL OF PROPERTY:** At any time Tenant may, and prior to the termination of this Agreement Tenant shall, remove from the Leased Property furniture, equipment, and other personal property installed by Tenant or at Tenant's expense. Tenant shall not remove any fixtures or leasehold improvements without Landlord's prior written consent.

Tenant shall repair any damage to the Leased Property caused by removal of any such property, and shall restore the Leased Property to its condition at the commencement of the tenancy, less reasonable wear and tear. All of such removal and restoration shall be accomplished at Tenant's expense prior to the termination of this Agreement.

i. **TENANT'S INSURANCE:** A commercial general liability policy: \$2,000,000.00 limit per occurrence is to be provided to Landlord prior to occupancy. Landlord is to be listed as "Additional Insured" and "Certificate Holder" on the policy as follows: VGC Development, LLC.

j. **PARKING:** Tenant shall have the right to use at no additional cost to Tenant, the front lot and south-side lots for onsite employee and visitor vehicular parking spaces while leasing the Leased Property.

## 2. RENT:

a. **Rent:** Tenant shall pay to Landlord the rent specified in paragraph 1(c) hereof in monthly installments in advance on the first day of each month. After the initial \_\_\_\_ month lease term, Tenant shall have the right to extend the lease Term on a month-to-month basis for a period

of up to \_\_\_\_\_ ( ) additional months at the same rental rate as stipulated in paragraph 1(c). Tenant shall notify Landlord, with thirty (30) days prior written notice of its election to continue to lease and occupy the entire Property as defined herein or to reduce its leased area to the size of the Initial Leased Premises (as defined previously). After the \_\_\_\_\_ month extension period, Landlord reserves the right to increase the Rent upon thirty (30) days prior written notice to Tenant. Tenant agrees to pay all Rent to Landlord in lawful money of the United States of America, without deduction or offset. Rent for partial months shall be prorated based on a thirty (30) day basis.

b. **City of Mason Contribution:** For the duration of the Term and any renewals thereof, an amount equal to \$\_\_\_\_\_ shall be drawn from the TRC Fund, as that fund is defined in that certain Technical Resource Center Recruitment Agreement entered into between Landlord and the City of Mason, Ohio, and applied to Tenant's Rent obligations hereunder. Notwithstanding the foregoing, nothing herein shall relieve Tenant from responsibility for any of its obligations hereunder, including but not limited to Tenant's obligations to pay Rent.

**3. SECURITY DEPOSIT:** Upon the execution of this Agreement, Tenant will pay to Landlord as a security deposit \_\_\_\_\_ ("Security Deposit"). If Tenant shall pay the rent and observe and perform all of the terms, covenants, and conditions of this Agreement through the termination hereof, Landlord will return the Security Deposit to Tenant without interest, within thirty (30) days after Tenant vacates the premises. Landlord shall not be required to keep the Deposit separate from Landlord's general accounts. If Tenant defaults in the payment of rent, damages the Leased Property, fails to leave the Leased Property in broom clean condition upon termination of the tenancy as otherwise provided in this Agreement, including without limitation in paragraph 1(h) and in paragraph 8 hereof, or defaults in any of the other terms, covenants, or conditions of this Agreement, Landlord may use or apply so much of the security deposit as is reasonably necessary to remedy such default. Tenant agrees to restore the security deposit to the full original amount immediately upon receipt of demand from Landlord therefor.

**4. POSSESSION:** If Landlord is unable to deliver possession of the Premises to Tenant at the commencement of the tenancy for any reason whatsoever, this Agreement shall not be void or voidable for a period of thirty (30) days thereafter, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but the rent shall abate (and/or be pro-rated to available square footage) until Landlord delivers possession of the Premises to Tenant.

**5. USE:** The Property and Premises shall be used for lawful purposes only as specified in paragraph 1(f) hereof, and for no other purpose without the prior written consent of Landlord.

#### **6. HAZARDOUS MATERIALS.**

(a) As used herein, "Hazardous Materials" means any substance or material which is now or hereafter regulated by any local, state or federal government entity due to its dangerous, hazardous, toxic, flammable or corrosive characteristics.

(b) Landlord represents that, to the best of its knowledge and belief, there are no Hazardous Materials stored or located upon the Leased Property

(c) Tenant shall not use, store, or transport to or from the Leased Property, or dispose of any Hazardous Materials except for ordinary and customary office supplies and cleaning materials that are used in the normal course of Tenant's agreed use of the Leased

Property. Tenant shall not cause or permit any Hazardous Materials to be released from or about the Leased Property, including, without limitation, releases into the air, groundwater, or soils underlying, adjacent to, or in the vicinity of the Leased Property.

**7. TENANT IMPROVEMENT WORK.** Tenant shall, at Tenant's sole cost and expense, contract to perform the tenant improvement work (if any) specified in Exhibit "B", which is attached hereto and incorporated herein. Landlord has no obligation to make any improvements to the Leased Property, which are leased to the Tenant in an as-is, where-is physical condition.

**8. CONDITION OF PREMISES:** Tenant's taking possession of the Leased Property shall be conclusive evidence that the Leased Property were in good order and satisfactory condition when Tenant took possession. No promises to alter, remodel, or improve the Leased Property and no representation respecting the condition of the Leased Property or the buildings have been made by Landlord to Tenant. Tenant waives all right to make repairs at the expense of Landlord, or to deduct the cost thereof from the rent. Upon the termination of this Agreement, Tenant shall surrender the Leased Property in as clean and good a condition as when Tenant took possession, ordinary wear or loss by fire or other natural force beyond the reasonable control of Tenant excepted, failing which Landlord may restore the Leased Property to such condition and Tenant shall pay the cost thereof to Landlord upon demand. "Ordinary wear" shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of Tenant's obligations under this Agreement.

**9. ALTERATIONS AND REPAIRS:** Tenant shall not make or permit to be made any other alterations, additions, improvements, or changes (collectively, "Alterations"), in, on or about the Leased Property, without Landlord's prior written approval, which approval Landlord may withhold in Landlord's sole discretion. Subject to the services to be rendered by Landlord as set forth in paragraph 1(g) hereof, Tenant shall, at Tenant's expense, keep the Leased Property generally consistent with the standard maintained by Landlord during its tenancy. If Tenant does not make repairs promptly and adequately, Landlord may, but need not, make repairs, and Tenant shall pay promptly the reasonable cost thereof. At any time or times, Landlord, either voluntarily or pursuant to governmental requirement, may, at Landlord's expense, make repairs, alterations, or improvements in or to the buildings or any part thereof upon the Leased Property, and, during such operations Landlord may close entrances, doors, corridors, or other facilities, all without any liability to Tenant or deduction of rent by reason of interference, inconvenience, or annoyance; provided that Tenant shall have access to the Leased Property sufficient for conduct of Tenant's business. Landlord shall not be liable to Tenant for any expense, injury, loss, or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street, or alley, provided that Landlord makes a reasonable effort to minimize the disruption to Tenant's business.

**10. LIENS:** Tenant agrees to keep the Property, including the Leased Property, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant.

**11. INDEMNIFICATION:** Tenant waives all claims against Landlord for loss or damage to property, or to Tenant's furniture, fixtures, equipment, inventory, supplies, work in process, or finished goods, in, upon, or about the Leased Property, and for injury to persons in, upon, or about the Leased Property from any cause arising at any time, unless such loss or damage is caused solely and directly by the gross negligence or willful misconduct of Landlord. Tenant shall indemnify, defend, and hold Landlord harmless from and against any claims, demands and against liability for any damage or injury to any person or property arising from the use of the

Leased Property by Tenant or from the failure of Tenant to keep the Leased Property in good condition as herein provided or from any claim, loss or liability arising from Tenant's breach of its obligations under the terms of this Lease. . Landlord shall not be liable to Tenant for any damage or liability resulting from any act or negligence of any cotenant or other occupant of the Leased Property, or by an owner or occupant of adjoining or contiguous property, or for overflow, breakage, or leakage of water, steam, gas, or electricity from pipes, wires, or otherwise. Tenant will pay for all damage to the Leased Property and to the tenants and occupants thereof caused by the misuse or neglect of the Leased Property by Tenant or its invitees, guests and licensees. Tenant shall immediately defend Landlord at Tenant's expense with counsel reasonably acceptable to Landlord against any claims, demands, or liability for which Tenant has indemnified Landlord pursuant to this Agreement without the requirement that Tenant shall first be determined to be liable for such claim or demand, and without the requirement that either Landlord or Tenant shall have first paid any amount whatsoever on account of any such claim or demand.

**12. INSURANCE:** Tenant at Tenant's expense shall provide and keep in force during the tenancy and for the benefit of Landlord and Tenant a commercial general liability insurance policy with recognized casualty insurance company (ies) qualified to do business in Ohio, protecting Landlord and Tenant against any and all liability occasioned by any occurrence in an amount not less than that specified in paragraph 1(i) hereof. Tenant shall furnish certificates of insurance to Landlord naming Landlord as "Additional Insured" and "Certificate Holder" as follows: VGC Development, LLC. Evidence of coverage shall provide that the insurer shall give thirty (30) days prior written notice to Landlord of cancellation or non-renewal or non-payment of premium. Landlord shall during the tenancy carry fire and extended coverage insurance insuring Landlord's interest in the Leased Property in such amounts and covering such perils as Landlord shall determine, but Landlord shall have no obligation to insure against loss by Tenant to Tenant's leasehold improvements, fixtures, furniture, equipment, or other personal property in, on, or about the Leased Property occurring from any cause whatsoever and Tenant shall have no interest in the proceeds of any insurance carried by Landlord.

If Landlord's insurance rates for the Leased Property are increased at any time during the term as a result of the nature of Tenant's use and occupancy of the Leased Property, Tenant agrees to reimburse Landlord for the full amount of such increase immediately upon receipt of demand from Landlord therefor. Such increase shall be prorated as of the expiration of the term, if applicable.

**13. SUBROGATION:** Landlord and Tenant hereby waive all rights of subrogation which their respective insurers might have under all policies of insurance now existing or hereafter purchased during the term by either Landlord or Tenant, insuring or covering the Leased Property or any portion thereof, or Tenant's leasehold improvements, furniture, fixtures, equipment, personal property, business, or operations in, on, or about the Leased Property.

**14. TAXES:** Tenant will pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed, or imposed and which become payable during the term hereof upon Tenant's fixtures, furniture, equipment, and personal property located on the Leased Property.

**15. SERVICES:** So long as Tenant is not in default hereunder, Landlord will furnish the Leased Property with such services as Landlord has agreed to provide pursuant to paragraph 1(g) hereof. Tenant will pay for all other services supplied to the Leased Property. Landlord shall not be liable to Tenant or to any other party for any claim, injury, damage, rebate, or charge of any

kind whatsoever which may arise or accrue in case of the interruption of the supply of water, heat, electricity, elevator service, air conditioning, or other utility services caused by conditions beyond Landlord's control, or by accident, failure of power supply, repairs, strikes, fire, flood, act of God, or on account of any defect of the Premises. As early as reasonable, advance warning shall be given to Tenant to safeguard against interruption in Services.

**16. PARKING:** Tenant shall have the non-exclusive right to use the number of unmarked parking spaces specified in paragraph 1(k) hereof. Tenant agrees that vehicles of Tenant or its employees shall not park in driveways or occupy parking spaces or other areas reserved for other specific uses such as by visitors, delivery, loading, or other tenants.

**17. DESTRUCTION:** If a partial destruction of the Property from causes beyond the reasonable control of Tenant occurs and substantially impairs or prevents Tenant's continuing use of the Leased Property and the operation of its business thereon occurs during the Term and any renewals thereof, either Landlord or Tenant may terminate this Agreement upon giving prompt written notice to the other party within thirty (30) days after the casualty occurs. If this Agreement is not terminated, Landlord shall make such repairs within a reasonable time and this Agreement shall continue in full force and effect and the rent shall be proportionately reduced while the repairs are being made, subject to the right of either party to terminate the tenancy upon thirty (30) days written notice to the other party. A total destruction of the Leased Property from causes beyond the reasonable control of Tenant shall terminate this Agreement immediately.

In the event of termination of this Agreement pursuant to any of the provisions of this paragraph 17, Rent and Tenant's portion of any utility charges shall be apportioned on a per diem basis and shall be paid to the date of the termination. In no event shall Landlord be liable to Tenant for any damages resulting to Tenant from the happening of such casualty or from the repairing or reconstruction of the Leased Property, or from the termination of this Agreement as herein provided, nor shall Tenant be relieved thereby or in any such event from Tenant's obligations hereunder except to the extent and upon the conditions expressly stated in this paragraph 17.

**18. ASSIGNMENT AND SUBLETTING:** Assignment of this Agreement by Tenant or subletting of all or any portion of the Leased Property is expressly prohibited. Landlord may assign this Agreement to any subsequent purchaser or transferee of the Leased Property.

**19. EMINENT DOMAIN:** If the whole or any substantial part of the Property or appurtenant real property shall be taken or condemned by any competent authority for any public use or purpose, this Agreement shall terminate on the date when the possession of the part so taken shall be required for such use or purpose. Rent shall be apportioned as of the date of such termination. The entire award shall be the property of Landlord and Tenant shall have no interest therein.

**20. SUBORDINATION:** The rights of Tenant under this Agreement shall be and they are subject to and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter in force against the property, and to all advances made or hereafter to be made upon the security thereof. Tenant shall promptly execute such further instruments subordinating this Agreement to the lien of any such encumbrance, as Landlord may request.

**21. SIGNS:** Tenant shall not place any signs, lettering, marks, photographs, or any other material whatsoever, on the interior or exterior of the doors, windows, hallways, or any other place, in, on, or about the Leased Property, the buildings thereon, or its appurtenances, without

Landlord's prior written approval of the size, style, design, color, material, manner of applying or fastening, and location thereof.

**22. REMEDIES:** If Tenant fails to make any payment of any sum due under this Agreement for three (3) business days after written notice from Landlord, or if Tenant fails to perform any other term of this Agreement for ten (10) days after written notice from Landlord, or if Tenant's interest herein, or any part thereof, is assigned or transferred, either voluntarily or by operation of law, then Tenant shall be in breach of this Agreement and, in any such event Landlord may, at its option, terminate this Agreement and Tenant's right to possession of the Leased Property by giving written notice to Tenant and repossess the Leased Property and remove all persons and property therefrom. If Landlord terminates this Agreement and Tenant's right to possession and repossesses the Leased Property because of a breach of this Agreement by Tenant, Landlord may recover from Tenant all amounts necessary to compensate Landlord for all the damages proximately caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

The termination of this Agreement shall not relieve Tenant from liability under any indemnity provisions of this Agreement which by the terms hereof survive the termination of this Agreement, including, but not limited to, Tenant's obligations under paragraph 6, Hazardous Materials.

**23. LATE CHARGES; INTEREST:**

(a) Tenant hereby acknowledges that late payment of rent by Tenant will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any rent is not received by Landlord within three (3) days after such amount shall be due, Tenant shall pay to Landlord a one-time late charge equal to five percent (5%) of such overdue amount. The parties acknowledge that the late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. Acceptance by Landlord of the late charge shall not constitute a waiver of Tenant's default with respect to such overdue amount nor prevent the exercise of any of Landlord's other rights and remedies hereunder.

(b) All monetary payments due Landlord hereunder, other than late charges, not received by Landlord within three (3) days after the same are due shall bear interest from the date when due at rate of fifteen percent (15%) per annum. Interest is payable in addition to any late charge due under subparagraph (a) above.

(c) If Tenant's rent is delinquent three (3) times in any consecutive twelve (12) month period, a rolling twelve (12) months, then Tenant shall be required to immediately pay to Landlord the sum of six (6) months rent, together with any and all outstanding late charges and interest. Should Tenant not comply with these terms, Landlord has the right, notwithstanding Tenant's cure of any or all other defaults, to commence termination of this Agreement by giving at least thirty (30) days prior written notice to Tenant. Such right is not a waiver or diminution of any other remedy or right provided to Landlord by the terms of this Agreement or operation of law.

**24. REMOVAL OF PROPERTY:** Tenant hereby irrevocably grants to Landlord the right to enter upon the Leased Property in the event of default by Tenant in the payment of rent or in the performance of any term, covenant, or condition herein contained to be kept or performed by Tenant, and to remove any and all furniture and personal property whatsoever situated upon the

Leased Property, and to place such property in storage for the account of and at the expense of Tenant. In the event that Tenant shall not pay the cost of storing any such property after the property has been stored for a period of ninety (90) days or more, Landlord may sell any or all of such property, at public or private sale, in such manner and at such times and places as may be commercially reasonable. Landlord shall apply the proceeds of such sale first to the cost and expenses of such sale, including reasonable attorney's fees actually incurred; second, to the payment of the cost of storing any such property; third, to the payment of any other amount which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and, fourth, the balance, if any, to Tenant.

**25. WAIVER:** Inaction by a party hereto regarding any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition of this Agreement. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Agreement, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

**26. HOLDING OVER:** Tenant shall vacate the Leased Property and deliver the same to Landlord promptly upon the termination of this Agreement. In the event Tenant is holding over without the prior written consent of Landlord, Tenant shall pay to Landlord as monthly rent during such holdover period an amount equal to one hundred fifty percent (150%) of the monthly rent in effect at the termination of this Agreement and Tenant shall be liable to Landlord for all costs, expenses, and consequential damages incurred by Landlord as a result of such holdover. The rental payable during such holdover period shall be payable to Landlord upon demand.

**27. ATTORNEY'S FEES:** If either party brings an action or proceeding involving the Leased Property to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action or proceeding, or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same action or proceeding or recovered in a separate action or proceeding, whether or not such action or proceeding is pursued to decision or judgment. "Prevailing party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense.

**28. NOTICES:** All notices to be given to Tenant shall be in writing and may be delivered to Tenant personally or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at the premises, whether or not Tenant has departed from, abandoned, or vacated the premises. Notices to Landlord shall be in writing and may be delivered personally to Landlord or by depositing the same in the U.S. mail, postage prepaid, and addressed to Landlord at the address to which the rent is paid.

**29. COMMISSION:** Tenant warrants that Tenant has not had any dealings with any broker, agent, or finder, in connection with negotiating or securing this Agreement, except for \_\_\_\_\_ shall be paid a commission of \_\_\_\_\_ percent (\_\_\_\_%) on the total aggregate Rents paid by Tenant for the initial term. Tenant agrees to indemnify Landlord against any claim, demand, or liability by or from any other broker, agent, or finder, except \_\_\_\_\_.

**30. GENERAL PROVISIONS:**



(a) This Agreement contains all of the terms, covenants, and conditions agreed to by Landlord and Tenant and it may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties to this Agreement or their respective successors in interest.

(b) Each term and provision of this Agreement performable by Tenant shall be construed to be both a covenant and a condition.

(c) The terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators, subtenants, and assigns of the parties, subject to the provision prohibiting assignment or subletting by Tenant.

(d) When the context of this Agreement requires, the masculine gender includes the feminine, a corporation, or a partnership, and the singular number includes the plural.

(e) The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to tenancies.

(g) Tenant, at its expense, shall perform a Phase I Environmental study on the Leased Property at the beginning of the lease Term and an additional study at the end of the leased Term. A copy of both studies (and any associated reports or findings) shall be delivered to Landlord.

(h) Prior to occupancy and again at the end of the lease Term, Tenant shall video-tape the condition and appearance of the Leased Property and such recording shall be used by Landlord and Tenant for confirmation of any needed repairs and/or replacements to be made by Tenant, at Tenant's expense, at the end of the lease Term due to damage or excessive use of the Leased Property by Tenant.

(i) Time is of the essence as to all of the provisions of this Agreement.

EXECUTED as of \_\_\_\_\_,

LANDLORD:

**VGC DEVELOPMENT, LLC**  
An Ohio limited liability company

By: \_\_\_\_\_

TENANT:

[ \_\_\_\_\_ ]

a/an \_\_\_\_\_ limited liability company

By: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A-1  
SITE PLAN OF PROPERTY

EXHIBIT A-2  
LEASED PROPERTY

EXHIBIT B

SCHEDULE OF TENANT IMPROVEMENTS TO BE PERFORMED AT  
TENANT'S EXPENSE FOLLOWING APPROVAL OF PLANS THEREFOR  
PREPARED BY TENANT AT TENANT'S EXPENSE

EXHIBIT E

[Space Advertisement]



## Top Gun Sales Performance and City of Mason

# TECH RESOURCE CENTER

The Class A office space at 5155 Financial Way, Mason Ohio, has been developed to help companies organize and accelerate their growth with expert support in an entrepreneurial environment.

This high tech facility is controlled with twin HVAC units separate from the main facility. All temperature and humidity controls are regulated from the Data Center. Power distributed (Diesel generator and Battery Backup), Fire suppression and UPS Generator monitoring are contained in the Information Technology area.

- 150 KVA 3 Phase Liebert Uninterruptible Power Supply
- 265 Kilowatt Kohler Power Systems Diesel Generator
- Power distribution is 110 AC and 220 AC for multiple platform support.

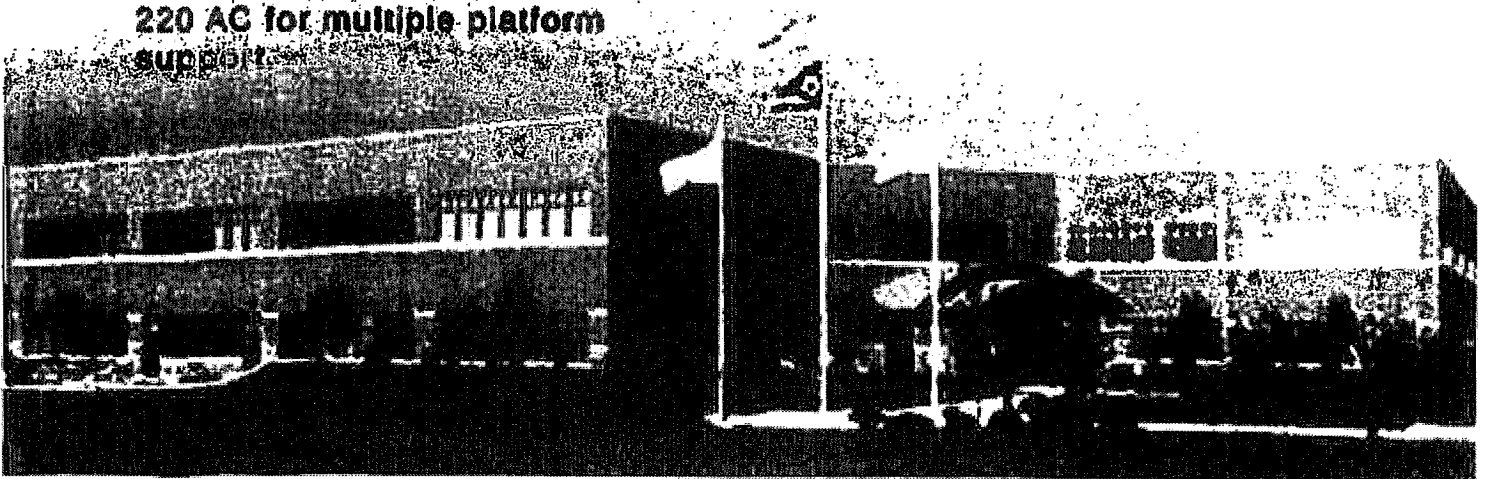
### ADDITIONAL SERVICES

available onsite for fee

- Sales Enablement Services
- Corporate Capabilities and Messaging Development
- Sales Training
- Inside Sales Support
- Lead Generation
- Video- Sales/PowerPoint
- Business Consulting
- Strategic Planning

### FEATURES

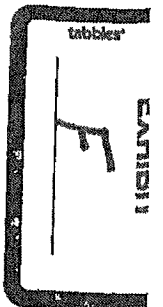
- Level 4 Data Center
- High Speed Fiber Optic
- Public Wifi
- Security System
- CAT6 Cabling
- Onsite owners



**EXHIBIT F**

[Sample Term Sheet]





**Top Gun-Mason Growth Company**  
**Tenant Term Sheet Sample**

| Time  | 6 months    | 7-12 months | 13-18 months | 19-24 months |                    |
|---|-------------|-------------|--------------|--------------|--------------------|
| Payor   |             |             |              |              |                    |
| Client/Tenant   | \$8         | \$12        | \$12         | \$16         | ← Conceptual Rates |
| City of Mason   | \$8         | \$4         | \$4          | \$0          | ← Conceptual Rates |
| Top Gun   | \$8         | \$8         | \$8          | \$8          | ← Conceptual Rates |
| <b>Total</b>  | <b>\$24</b> | <b>\$24</b> | <b>\$24</b>  | <b>\$24</b>  |                    |
| * \$ amounts entered are rates per square foot  |             |             |              |              |                    |
| **The total line indicates market rate  |             |             |              |              |                    |
| ***The \$ amounts in each cell indicate the portion of the total market rate the payor is responsible for |             |             |              |              |                    |

Document represents tool to be used by Mason and Top Gun to collaborate on square foot cost offers to companies that meet the Mason Growth Company (MGC) criteria. It is anticipated that a MGC rate will be established in six (6) to 12 month increments. The incentive rate provided by Mason and Top Gun is anticipated typically to be \$8 per square foot during the determined incentive period. The incentive rate of \$8 per square foot may be negotiated by Top Gun, Mason and Client/Tenant Company to be less or more than \$8 per square foot contingent upon the value brought by the Client/Tenant Company.

If said Client/Tenant Company brings more criteria benefit to long term Mason economic objectives and/or the Client/Tenant Company brings more criteria benefit to the long term Top Gun Company growth objectives, rates will be adjusted as such.

The accepted flat rate of \$24 per square foot rate is consistent with current 2012 lease rate market conditions and will remain consistent throughout the term of the agreement. The rate includes all common area maintenance costs and additional resources within the Technical Resource Center structure.

EXHIBIT G

[Mortgage]

1017418.1