

Capital Real Estate Partners, LLC

BROKERAGE AND MANAGEMENT

LICENSED REAL ESTATE BROKER

EXCLUSIVE LEASING LISTING AGREEMENT

1. In consideration of the listing for lease of the real property hereinafter described (the "Property") by CAPITAL REAL ESTATE PARTNERS, LLC ("Broker") and Broker's agreement to use its best efforts to effect a lease or leases of same, the undersigned ("Owner") hereby grants to Broker the exclusive right to negotiate a lease or leases of the Property for a period commencing March 5, 2010, and ending midnight June 30, 2011 (the "Term"). The lease(s) shall be on the following terms: \$14.00 per square foot, net of common area maintenance charges and operating expenses – i.e., both of which are in addition to this lease rate.

Property #1

The Property is situated in the City of Mason, County of Warren, State of Ohio is located at 6050 Mason Montgomery Road, and is further described as follows:

Expansion Area to include:

- TriHealth Medical Office facility - 27,000 square feet
- Bethesda Rehab facility - 4,000 square feet
- Mason Expansion - approximately 32,000 square feet
- **Additional space available for tenants approximately 11,000 square feet (this is the area that is actually being listed for lease per the terms of this agreement)**

Property #2

The Property is situated in the City of Mason, County of Warren, State of Ohio is located at 6000 Mason Montgomery Road, and is further described as follows:

Property #2 is approximately 120,000 square feet. **Building currently has additional space available for tenants approximately 3,000 square feet (this is the area that is actually being listed for lease per the terms of this agreement)**

References herein to the Property shall be understood to include portions of the Property.

2. Owner agrees to pay Broker a leasing commission in accordance with Broker's Schedule of Sale and Lease Commissions (the "Schedule"), a copy of which is

executed by Owner, attached hereto and hereby made a part hereof. This commission shall be earned for services rendered if, during the Term: (a) the Property is leased to a tenant procured by Broker, Owner or anyone else; (b) a tenant is procured, by Broker, Owner, or anyone else, who is ready, willing and able to lease the Property on the terms above stated, or on any other terms agreeable to Owner and consistent, non-competitive and complimentary with other services in the building; (c) any contract for the lease of the Property is entered into by Owner; or (d) Owner removes the Property from the market. Broker is authorized to co-operate with and to share its commission with other licensed real estate brokers, regardless of whether said brokers represent prospective tenants or act as Broker's subagents.

3. Owner further agrees to pay Broker a commission in accordance with the Schedule, if, within one hundred twenty (120) calendar days after the expiration or termination of the Term the Property is leased to, or negotiations continue, resume or commence and thereafter continue leading to the execution of a lease with any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. Broker is authorized to continue negotiations with such persons or entities. Broker agrees to submit a list of such persons or entities to Owner not later than fifteen (15) calendar days following the expiration or termination of the Term, provided, however, that if a written offer has been submitted it shall not be necessary to include the offeror's name on the list.
4. OWNER FURTHER AGREES THAT (a) IF A SALE, EXCHANGE OR OPTION TO PURCHASE THE PROPERTY IS MADE DURING THE TERM TO ANYONE, OR (b) IF, WITHIN ONE HUNDRED TWENTY (120) CALENDAR DAYS AFTER THE EXPIRATION OR TERMINATION OF THE TERM, THE PROPERTY IS SOLD, EXCHANGED, OR AN OPTION TO PURCHASE IS GRANTED, OR NEGOTIATIONS CONTINUE, RESUME OR COMMENCE AND THEREAFTER CONTINUE LEADING TO A SALE, EXCHANGE OR GRANT OF AN OPTION TO ANY PERSON OR ENTITY AS DESCRIBED IN PARAGRAPH 3 ABOVE, OWNER SHALL PAY BROKER A SALES COMMISSION IN ACCORDANCE WITH THE SCHEDULE.
5. Commissions shall be payable hereunder at the earlier of lease execution, closing, closing of escrow, recordation of the deed, or possession by the purchaser or tenant.
6. If security, earnest money or similar deposits made by a prospective tenant or purchaser are forfeited, in addition to any other rights of Broker pursuant to this Agreement, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission.
7. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments or other funds, including proceeds of

rental payments or sale, paid by a tenant or purchaser in connection with a transaction contemplated by this Agreement, and Owner hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions. Broker is authorized to provide a copy of this Agreement to any tenant or escrow or closing agent working on such transaction, and such escrow or closing agent, or tenant, is hereby instructed by Owner to pay Broker's commissions from any such funds or proceeds available. Owner shall remain liable for the entire amount of said commissions regardless of whether Broker exercises its rights under this paragraph.

8. Owner and Broker agree that the Property will be offered in compliance with all applicable federal, state and local anti-discrimination laws and regulations. **Fair Housing Statement:** It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, national origin or military status or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
9. Owner agrees to cooperate with Broker in effecting leases of the Property and immediately to refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective tenant and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusively authorized to advertise the Property and exclusively authorized to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the leasing of the Property. All signage installed must be consistent with Mason's sign ordinance regulations. Owner represents that it is the owner of the Property. Owner and its counsel will be responsible for determining the legal sufficiency of a lease and any other documents relating to any transaction contemplated by this Agreement.
10. Owner agrees to disclose to Broker and to prospective tenants or purchasers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on or about the Property. Broker is authorized to disclose any such information to prospective tenants or buyers.

11. Owner acknowledges that Broker is a regional brokerage firm and that in some cases it may represent prospective tenants or purchasers, Owner desires that the Property be presented to such persons or entities, and consents to the dual representation created thereby. Broker shall not disclose the confidential information of one principal to the other.
12. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and shall promptly take all steps necessary to obtain court approval of Broker's appointment, unless Broker shall elect to terminate this Agreement upon said notice.
13. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement, then this Agreement shall be deemed suspended until such time as the Owner may reacquire his interest in the Property within the Term. If this Agreement is suspended pursuant to this paragraph, Broker shall be free to enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.
14. In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner or Broker's performance hereunder, Owner and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Broker executing this Agreement is located. The arbitrators shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorneys' fees.
15. In the event that Owner lists Property with another broker after the expiration or termination of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker under paragraphs 3 or 4 hereof, Owner's failure to do so, however, shall not affect Owner's obligations to Broker under paragraphs 3 or 4 hereof.
16. Along with execution of this Agreement, Owner will send Broker a check in the amount of \$3,000, made payable to Broker, to pay for any or all of the following marketing expenses as deemed appropriate by Broker: production and installation of marketing signage, production of marketing brochures, acquiring marketing lists of logical prospects, and expenses associated with delivering the brochures to logical prospects for the Property.

17. Each signator to this Agreement represents and warrants that (s)he has full authority to sign this Agreement on behalf of the party for whom (s)he signs and that this Agreement binds such party.
18. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement.

APPROVED this _____ day of
_____, 20____ at
_____ (am / pm) (circle one)

Capital Real Estate Partners, LLC
("Broker")

City of Mason, Ohio
("Owner")

By: _____

Title: President

Address: 312 Walnut St.

Suite 1600

Cincinnati, OH 45202

Telephone: (513) 762-7622

By: _____

Title: _____

Address: 6000 Mason Montgomery Rd.

Mason, OH 45040

Telephone: _____

CONSULT YOUR ADVISORS - This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

Capital Real Estate Partners, LLC

BROKERAGE AND MANAGEMENT

LICENSED REAL ESTATE BROKER

SCHEDULE OF LEASE COMMISSIONS

FOR PROPERTIES AT 6000 and 6050 Mason Montgomery Road, and is further described as follows:

Property #1

The Property is situated in the City of Mason, County of Warren, State of Ohio is located at 6050 Mason Montgomery Road, and is further described as follows:

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Commissions shall be earned on execution of a lease by Owner and a tenant, in accordance with the following rates:

No Cooperating Broker Involved

6% of the total base rental for the first 60 months in which rent is to be paid, plus 3%, of the total base rental for the remainder of the term.

Cooperating Broker Involved

9% of the total base rental for the first 60 months in which rent is to be paid, plus 4 ½% of the total base rental for the remainder of the term.

In addition to the commissions noted above, consulting fees shall be earned by Broker on an hourly basis as Broker provides consultation services to the Owner in accordance with the following rates: \$100 per hour. Consulting fees will be paid within 14 days of invoice receipt.

The above commission rates are subject to the following provisions:

1. *Term of More Than 25 Years:*

If a lease term is in excess of 25 years then the commission shall be calculated only upon the base rental to be paid for the first 25 years of the lease term.

2. *Month to Month Tenancy:*

The commission shall be 50% of the first month's base rental.

3. *Option(s) or Right(s) of First Refusal to Renew, Extend Lease or Occupy Additional Space:*

If a lease for which a commission is payable hereunder contains (i) an option(s) or right(s) of first refusal to renew or extend, and a lease term(s) is renewed or extended whether strictly in accordance with the terms of such option(s) or right(s) or otherwise and/or (ii) an option(s) or right(s) of first refusal to expand, and a tenant occupies additional space whether strictly in accordance with the terms of such option(s) or right(s) or otherwise, then Owner shall pay a leasing commission in accordance with the provisions of this Schedule on the additional base rental to be paid, calculated at the commission rate applicable hereunder to the years of the lease in which the additional base rental is payable. Said commission shall be earned and payable at the time the extended term commences or the additional space is occupied, as applicable.

4. *Purchase of Property by Tenant:*

If a lease for which a commission is payable hereunder contains an option, right of first refusal, or similar right, and a tenant, its successors or assignees, or any agent, officer, employee or shareholder of a tenant purchases the Property whether strictly in accordance with the terms of such option, right of first refusal, similar right or otherwise during (a) the term of the lease, (b) any extension thereof, or (c) within ninety days after the expiration thereof, then a sales commission shall be calculated and paid in accordance with the provisions of Section A above; provided however, that there shall be a credit against such sales commission in the amount of lease commissions previously paid to Broker relating to that portion of the purchaser's lease term which is canceled by reason of such sale. In no event shall such credit exceed the amount of such sales commission.

In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid the delinquent amount shall bear interest at the maximum rate permitted in the state in which the office of Broker executing this Schedule is located. If Broker is required to institute legal action against Owner relating to this Schedule or any agreement of which it is a part, Broker shall be entitled to reasonable attorneys' fees and costs.

Owner hereby acknowledges receipt of a copy of this Schedule and agrees that it shall be binding upon its heirs, successors and assignees. In the event Owner sells or otherwise disposes of its interest in the Property, Owner shall remain liable for payment of the commissions provided for in this Schedule and any agreement of which it is a part, including, without limitation, the commission obligations set forth in paragraphs 3 and 4 above, unless the purchaser or transferee

assumes all of such obligations in writing. The term "Owner" as used herein shall be deemed to include the owner of the Property, a party under contract to acquire the Property, a tenant under a ground lease and a tenant of the Property wishing to effect a sublease, lease assignment, or lease cancellation. The term "tenant" as used herein shall be deemed to include any subtenant, or assignee of a tenant, and the term "lease" shall be deemed to include a sublease or lease assignment.

APPROVED this _____ day of
_____, 20____

at _____ (am / pm) (circle one)

Capital Real Estate Partners, LLC
("Broker")

City of Mason, Ohio
("Owner")

By: _____

By: _____

Title: President

Title: _____

Address: 312 Walnut St.

Address: 6000 Mason Montgomery Rd.

Suite 1600

Mason, OH 45040

Cincinnati, OH 45202

Telephone: (513) 762-7622

Telephone: _____