STANDARD FORM 2 FEBRUARY 1985 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601

## LEASE FOR REAL PROPERTY

CATE OF LEASE

EASE NO

December 24, 1992

GS-05B-15227

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

WHC-IRS Center Limited Partnership, whose address is c/o Walsh, Higgins & Company 101 East Erie Street, Suite 800

Chicago, Illinois 60611 and whose interest in the property hereinafter described is that of owner, following assignment and exercise of the "Option Agreement to Purchase and Develop Land" ("Option"), further described in paragraph 10.a. of the Continuation of this Lease,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties bereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby lesses to the Government the following described premises:
419,400 net usable square feet of office, training, computer, warehouse and related space comprised of:

- a. 289,100 net usable square feet of office, warehouse, and related space; 20,000 net usable square feet of training space; and 110,300 net usable square feet of computer space;
- b. 852 inside parking spaces and an adjacent "Energy Center";

being the entire facility to be constructed on that certain real property comprising 176,946 square feet or 4.0621 acres of land, in the city of Detroit, County of Wayne, State of Michigan, more particularly described in Exhibit 1 to the Option further described in paragraph 10.a. of the Continuation of this Lease, such facility described herein, together with the real property (hereinafter collectively referred to as the "Leased Premises"). The Lease Premises are to be constructed in accordance with the plans and drawings further described in paragraph 10.a. of Continuation of Lease GS-05B-15227 and in accordance with the provisions of Solicitation for Offers GS-05B-15227, also described in paragraph 10.a.

The space under this Lease will be used for such purposes as determined by the U.S. General Services Administration.

2 TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

May 1, 1995

through April 30, 2015

subject to termination

and renewal rights as may be hereinafter set forth, and purchase option rights as also set forth.

3. The Government shall pay the Lessor annual rent of \$ 14,884,506.00

at the rate of \$ 1,240,375.50

per \_\_month

in arrears,

subject to future adjustments set forth in the SFO attached to this Lease.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to the Lessor. Lump-sum payments in addition to the annual rental are described in paragraph 16 of the Continuation of Lease.

4. The Covernment may terminate this lease at any time by giving at least days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

provided notice be given in writing to the Lessor at least \_\_\_\_\_\_ days before the end of the original lease term or any renewal term, all other terms and conditions of this lease shall remain the same during any renewal term.

Said notice shall be computed commencing with the day after the date of mailing.

- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - a. Acquisition of that certain real property in the City of Detroit, County of Wayne, State of Michigan, more particularly described in Exhibit 1 of the Option which is further described in paragraph 10.a. of Continuation of Lease GS-05B-15227;
  - b. Design, development, construction, and financing of the Leased Premises in accordance with the provisions of this Lease;
  - c. All services, utilities, maintenance, and other operations as set forth elsewhere in this Lease;
- d. Payment for relocation of a utility easement pursuant to an Agreement dated May 30, 1991, by and between the United States of America, acting by and through the General Services Administration and the Detroit Edison Company, a copy of which is further described in paragraph 10.a. of Continuation of Lease GS-05B-15227.
- a. Continuation of Lease GS-05B-15227 which consists of paragraphs 9 through 21 on pages 3 through 11;
- b. Additional attachments set forth in paragraph 10 of the Continuation of Lease.
- 8. The following changes were made in this lease prior to its execution:

Paragraphs 4 and 5 of the SF-2 of this Lease on page 2 of this SF-2 have been deleted in their entirety.

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

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			ATTEST		_
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	· ·	701	E. Erie	Suite 800.	ChicagoI

ADMINISTRATION

CONTRACTING OFFICER