

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

6-30-11

LEASE NO
GS-05B-17904

THIS LEASE, made and entered into this date by and between LG2 Development, LLC

whose address is 3200 Carbon Place, Suite S211
Boulder, Colorado 80301-6132

and whose interest in the property hereinafter described is that of owner

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

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

1. The Lessor hereby leases to the Government the following described premises:

A. A total of approximately 8,888 rentable square feet (RSF) consisting of 8,309 ANSI/BOMA Office Area square feet (USF) of space located in a building to be constructed for the Government at 7385 Triangle Drive, Sterling Heights, Michigan 48314-2318 as indicated on the attached Site Plan and Floor Plan, to be used for such purposes as determined by the General Services Administration.

B. Fifty-four (54) surface parking spaces, located on-site, are included in the rent.

C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.07%.

D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 100%.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years firm, beginning June 1, 2012 through May 31, 2022, subject to renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$289,433.16 at the rate of \$24,119.43 per month in arrears for Years 1-10.

Lease Years 1-10	RSF	USF
Warm Lit Shell	\$19.77	\$21.14
Real Estate Taxes	\$ 2.17	\$ 2.32
Security Costs	\$.22	\$.24
Operating Expenses	\$ 5.11	\$ 5.47
Tenant Improvements	\$ 5.29	\$ 5.66
Total	\$32.56	\$34.83

Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

LG2 Development, LLC
3200 Carbon Place, Suite S211
Boulder, Colorado 80301-6132

~~4. The Government may terminate this lease at any time after the firm term by giving at least ninety (90) days' notice 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. All services, maintenance and other operations as set forth elsewhere in this lease.
 - B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-17904 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.

7. The following are attached and made a part hereof:
- U.S. Government Lease For Real Property, Standard Form 2 – 2 Pages
 - Attachment A (Paragraphs 9 – 26) – 3 Pages
 - Solicitation for Offers (SFO No. GS-05B-17904 dated January 21, 2011) — 54 Pages
 - SFO Attachment No. 1 – General Requirements – 14 Pages
 - SFO Attachment No. 2 – TI/Shell Guide – 4 Pages
 - Form 3517B, General Clauses (Rev 11/05) — 33 Pages
 - Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages
 - Exhibit A, Floor Plan & Site Plan — 2 Pages

8. The following changes were made in this lease prior to execution:
- Paragraphs 4 and 5 were deleted in their entirety without substitution.

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

LESSOR: LG2 DEVELOPMENT, LLC

BY _____


LG2 Development LLC
(Signature)

IN PRESENCE OF: _____


(Address)



 Contracting Officer
(Official title)

KL

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$24,119.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$24,119.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$24,119.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$24,119.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.

25. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed 5% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 4% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed \$3.50 per usable square foot.
 - D. Lessor's Project Management fees will not exceed 7% of the total subcontractor's costs.
26. Lessor agrees to extend the city sidewalk on Triangle Drive to connect with the sidewalk to Van Dyke Avenue. Lessor will provide plans illustrating how this is to be done during the site plan review process.

INITIALS: KK & AB
LESSOR GOVERNMENT