

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

February 10, 2010

LEASE NO. GS-05B-18149

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

whose address is **Accord Enterprises, LLC**  
42512 Hayes Road, Suite 700  
Clinton, Township, MI 48038-6763

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:

8,242 ANSI/BOMA office area square feet (8,617 rentable square feet) of contiguous office space, and eleven (11) onsite, reserved, parking spaces with the ability to add five (5) additional parking spaces at the Government's request, located at North Grove Office Center, 2<sup>nd</sup> Floor, 44200 Garfield Road, Clinton Township, MI 48038-1145 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon acceptance of the space by the Government for a period of fifteen (15) years, with a firm term of ten (10) years, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for a firm term of ten (10) years of \$210,427.14 at the rate of \$17,535.60 per Month in arrears and consists of: shell rent (including all taxes, insurance, and parking costs).

The annual rent for years 11-15 will decrease by \$4,088.36 per month. Operating Expenses after Year One are subject to CPI escalations and Real Estate Taxes are subject to adjustments. Rent for a lessor period shall be prorated.

Rent checks shall be made payable to:

Accord Enterprises, LLC  
42512 Hayes Road, Suite 700  
Clinton Township, MI 48038-6763

4. The Government may terminate this lease at any time after ten (10) years, by giving one hundred and ninety (90) 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, all responsibilities and obligations as defined in this lease which includes the attachments specified in Paragraph 7 below including the following: All services, utilities and maintenance of the building and grounds. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation of Offers NO. GS-05B-18149 and other attachments to the Lease, including but not limited to meeting all handicapped Accessibility and Fire/Life Safety Requirements.
- 7. The following are attached and made a part hereof:  
  
(A) Paragraphs 10 through 30 of this lease on pages 3 thru 5; (B) Solicitation of Offers NO. GS-05B-18149 dated 08/31/09, pages 1 through 50; (C) [REDACTED], Macomb County Resident Agency Requirements and Specifications consisting of 29 pages (including 11 pages of diagrams); (D) Amendment #1 to SFO No. GS-05B-18149, consisting of 1 page; (F) GSA Form 3517B (REV. 06/08) consisting of 33 pages; (G) GSA Form 3518 (REV. 1/07) consisting of 7 pages; (H) and 2<sup>nd</sup> Floor Plan, including the leased space, consisting of one (1) page.
- 8. The following changes were made in this lease prior to its execution:  
PARAGRAPH 5 ABOVE WAS DELETED.
- 9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated December 14, 2009, submitted by the Lessor under SFO GS-05B-18149. This lease reflects the terms and conditions of the accepted Best and Final Offer.

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

LESSOR **Accord Enterprises, LLC**

BY

[REDACTED SIGNATURE]

[REDACTED SIGNATURE]

IN PRESENCE OF

[REDACTED SIGNATURE]

Marisa Santoro 42512 Hayes suite 700  
(Address) Clinton Twp MI 48038

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION



[REDACTED SIGNATURE]

2/10/10

Leasing Contracting Officer  
(Official title)

*[Handwritten signature]*

10. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best And Final Offer dated December 14, 2009, submitted by the Lessor under Solicitation For Offers No. GS-05B-18149 and all attachments. This Lease reflects the terms and conditions of the accepted Best And Final Offer.
11. The actual effective date, per Paragraph 2 of the SF-2, shall be established by Supplemental Lease Agreement. The lease term will then be in effect for fifteen (15) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
12. The total net usable square foot area referred to in Paragraph 1, is subject to adjustment, but may not be less than the minimum 7,493 ANSI/BOMA Office Area square feet defined in the Solicitation for Offers No. GS-05B-18149. Should there be any adjustments in the usable square footage delivered, that has been determined through mutually agreed field measurement, the per annum total rental referred to above shall be adjusted on the basis of \$25.53 per usable square foot per annum. The lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease.
13. The rent is subject to annual operating cost adjustments in accordance with Section 4.3 of Solicitation for Offers No. GS-05B-18149 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating costs will be \$32,450.00 per annum or \$3.94 per usable square foot for 8,242 square feet of usable office space (subject to actual measured accepted space).
14. The lease is subject to annual tax escalations in accordance with Section 4.2 (A through D) of the SFO No. GS-05B-18149. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 4.2, (A through D) of Solicitation for Offers NO. GS-05B-18149 within this lease, the Government will occupy 45.0 percent of the net rentable square foot area of the building.
15. The Lease Common Area Factor is established as 1.0455 (8,617 RSF / 8,242 USF).
16. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate, based on operating cost adjustments will be reduced by \$0.00 per ABOA square foot.
17. Pursuant to Paragraph 4.6 of the SFO, "Overtime Usage," only upon request by the GSA Field Office Manager, the Lessor shall provide heating or cooling at any time beyond normal service hours of 8:00 AM – 9:00 PM Monday thru Friday and except Saturdays, Sundays, and Federal Holidays at a rate of \$0.00 per hour per usable square foot.
18. Lessor shall provide janitorial services during normal daytime working hours, Monday thru Friday, except Saturdays, Sundays, and Federal Holidays.
19. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with SFO No. GS-05B-18149, the Lessor agrees to provide up to \$368,252.56 toward the cost of the Tenant Improvements. The tenant build out cost of \$368,252.56 (based on \$44.68 per ANSI/BOMA Office Area square foot) is amortized for a period of ten (10) years at 6.00%. Therefore, the amortized tenant build out costs are \$49,060.30 per annum or \$5.69 per rentable square foot. Pursuant to Paragraph 3.3 of the Lease, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in

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the form of reduction of base rent using a 6.00% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (10 years). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 6.00% throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

20. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the General Services Administration (the Contracting Officer or his/her representative) as well as acknowledgement of funding for any changes to any and all Tenant Improvement costs, approved prior to the Notice to Proceed with build out of the tenant's space.
21. The Lessor must comply with all construction and development requirements of the City of Clinton Township, Michigan. Furthermore, the Lessor will meet all Fire and Life Safety requirements as stated in the Lease, along with meeting all local codes specified in local standards.
22. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
23. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED]<sup>T(b)(6)</sup>. The DUNS number is 809425254.
24. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the success in interest and change the payee for rent or other payments:
  - (I) Evidence of the transfer of title.
  - (II) A letter from successor Lessor (transferee) assuming, approving and adopting the lease and agreeing to be bound by its terms.
  - (III) A letter from prior Lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
  - (IV) The IRS tax identification number of the new owner.



Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid the new owner(s) upon final settlement of the estate.

25. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.
26. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease.

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27. All terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and Government prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
28. The Contracting Officer represents that the General Services Administration as an agent with authority to enter into this Lease on behalf of the Government and executes this document in his or her Official capacity only, and not as an individual.
29. Wherever the words "offeror" "lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor." Where the words "solicitation" "Solicitation For Offers" or "SFO" appear in this Lease, they shall be deemed to mean "this Lease." Wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Leased Premises."
30. Commission credits will be applied to the shell rent of the lease and rental payments shall be reduced by that amount in equal installments over the first months of the lease term until all credits have been applied. The reduction of rent will not apply to any Operating Costs (OC) that are included in the gross rental rate. Rental payments for OC will be paid in accordance with the terms and conditions of the lease at commencement. Commission payment and the commission credit have been negotiated by Jones Lang LaSalle, representing GSA. Commissions to Jones Lang LaSalle for this lease are negotiated at [REDACTED] of the aggregate lease value over the total term of the lease for a total dollar value of [REDACTED]. It is the agreement between the government, landlord, and Jones Lang LaSalle that [REDACTED] of the total commissions (equaling [REDACTED]) negotiated for this lease will be applied to the shell rent and was evaluated in the Present Value Analysis prior to the award of the lease. Lessor will pay the remaining commission amount, or [REDACTED] to Jones Lang LaSalle. Payment of commission to Jones Lang LaSalle shall occur fifty percent (50%) at lease award and fifty percent (50%) at occupancy of Government tenant. Per the Jones Lang LaSalle commission agreement, commission shall be adjusted based upon the mutually agreed field measurement of square footage upon occupancy. After occupancy, no additional commissions are to be paid to Jones Lang LaSalle for this leasing transaction other than that identified in the SF-2 and attachments or as formally documented in a Supplemental Lease Agreement. Schedule for the government's commission credit, via rental reduction is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit To be applied	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$17,535.60	\$10,743.07	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$17,535.60	\$10,743.07	[REDACTED]	[REDACTED]	[REDACTED]
Month 3	\$17,535.60	\$10,743.07	[REDACTED]	[REDACTED]	[REDACTED]
Month 4	\$17,535.60	\$10,743.07	[REDACTED]	[REDACTED]	[REDACTED]
Months 5-120	\$17,535.60	\$10,743.07	\$0.00	\$0.00	\$17,535.60

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