

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

*June 28, 2010*

LEASE NO.

GS-05B-18368

THIS LEASE, made and entered into this date by and between 211 Fort Washington Associates, LLC

Whose address is 211 West Fort Street, Suite 1604  
Detroit, MI 48226-3216

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 considerations hereinafter mentioned, covenant and agree as follows:

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

- A total of 16,163 rentable square feet (RSF) of office and related space, which yields 14,055 ANSI/BOMA Office Area square feet (USF) of space on the 3<sup>rd</sup> floor and 7<sup>th</sup> floors at 211 West Fort Street, Detroit, Michigan 48226-3216 as indicated on the attached Floor Plans, to be used for such purposes as determined by the General Services Administration.
- Included in the rent at no additional cost to the government is one (1) parking space for exclusive use of the Government employees. The 1 structured parking space is included in the rent at a cost of \$2,340 per space per annum.
- The common area factor for the leased premises occupied by the Government is established as 1.15 (see "Common Area Factor" paragraph of the lease).
- The leased premises occupied by the Government for real estate tax adjustments is established as 3.59% (see also "Percentage Occupancy" paragraph of the lease).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years beginning upon April 1, 2011 and continuing through March 31, 2021, subject to termination rights.

3. The Government shall pay the Lessor annual rent of \$437,209.15 at the rate of \$36,434.10 per month in arrears for years 1-5. Annual rent for years 6-10 shall decrease by \$57,378.65. Accumulated operating cost adjustments are included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

211 Fort Washington Associates, LLC  
211 West Fort Street, Suite 1604  
Detroit, MI 48226-3216

4. The Government may terminate this lease at any time on or after March 31, 2016, the fifth (5<sup>th</sup>) lease year, by giving at least 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. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance and other operations as set forth elsewhere in this lease.

INITIALS: *RM* / LESSOR & *JMD 6/28/10* / GOVT

B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18368 and other attachments to the Lease referenced in Paragraph 6 of this SF-2 form.

6. The following are attached and made a part hereof:

- A. Standard Form 2 Attachment A, 3 Pages;
- B. Solicitation for Offers GS-05B-18368 dated February 5, 2010, 51 pages;
- C. Solicitation for Offers Amendment No. 1 GS-05B-18368 dated May 3, 2010, 2 pages;
- D. Design Guide, 15 pages;
- E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 33 pages;
- F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 4 pages;
- G. Unit Price List, 3 pages.
- H. Floor Plan, 2 pages.

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

LESSOR

SIGNATURE

ADDRESS

NAME OF SIGNER

Rozanne Minskoff  
CEO

Rozanne Minskoff

SIGNATURE

NAME OF SIGNER

JEAN DAWSON

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer

STANDARD FORM 2, ATTACHMENT A  
Lease No. GS-05B-18368

7. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated May 28, 2010 and clarified on June 4, 2010 submitted by the Lessor under SFO No. GS-05B-18368. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
8. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provisions of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 14,698 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Rental is subject to a physical mutual measurement and will be based on the rate of \$31.10 per ANSI/BOMA Office Area square foot (USF) (for the first five years) and the actual USF in accordance with Paragraph 27, "PAYMENT" of the GENERAL CLAUSES. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum USF requested in Paragraph 1.1 "AMOUNT AND TYPE OF SPACE" of the Solicitation for Offers (SFO).

9. In accordance with Paragraph 4.1 of the SFO, the Common Area Factor is established as 1.15.
10. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 is \$99,195.33 per annum or \$6.14 per rentable square foot for 16,163 square feet of rentable office space. This equates to a rate of \$7.06 per usable square foot.
11. The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 3.59%.
12. Pursuant to Paragraph 4.6 of the SFO, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6:00 a.m. – 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at a rate of \$150 per hour.
13. Lessor shall provide janitorial service during normal working hours, Monday through Friday, except Saturdays, Sundays and federal holidays.
14. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$632,896.65 (14,055 USF x \$45.03) are amortized through the rent for five (5) years at the rate of 0.00%. The amortized cost of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

In the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a zero percent (0%) amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (60 months).

In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at zero percent (0%) 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.

INITIALS:

LESSOR

GOVERNMENT



