

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

March 12, 2010

LEASE NO.

GS-05B-18441

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 7,834 rentable square feet (RSF) of office and related space, which yields 6,743 ANSI/BOMA Office Area square feet (USF) of space on the 6th floor and 14th floor 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 are twenty two (22) parking spaces for exclusive use of the Government employees and patrons. The 22 structured parking spaces are 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 1.16179 (see "Common Area Factor" paragraph of the lease).
 - The leased premises occupied by the Government for real estate tax adjustments is established as 1.74% (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 the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent of \$262,282.32 at the rate of \$21,856.86 per month in arrears for years 1-5. Annual rent for years 6-10 shall decrease by \$33,921.22. 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 the fifth (5th) 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.



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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.
 - B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18441 and other attachments to the Lease referenced in Paragraph 7 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-18441 dated October 1, 2009, 49 pages;
- C. Solicitation for Offers Amendment No. 1 GS-05B-18441 dated November 18, 2009, 3 pages;
- D. Performance Specifications, 20 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. *JM Hilliv*

subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER *ROBB ALLAN*

ADDRESS

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER *PATRICIA GARDNER*

UNITED STATES OF AMERICA

NAME OF SIGNER *JEAN DALUSON*

OFFICIAL TITLE OF SIGNER
Lease Contracting Officer



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 December 11, 2009 submitted by the Lessor under SFO No. GS-05B-18441, confirmed by Lessor on December 21, 2009 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
8. 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 ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
9. 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 7,302 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 \$38.84 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).

10. In accordance with Paragraph 4.1 of the SFO, the Common Area Factor is established as 1.16179.
11. 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 \$48,348.00 per annum or \$6.17 per rentable square foot for 7,834 square feet of rentable office space. This equates to a rate of \$7.16 per usable square foot.
12. 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 1.74%.
13. 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.
14. Lessor shall provide janitorial service during normal working hours, Monday through Friday, except Saturdays, Sundays and federal holidays.
15. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$328,923.54 (6,743 USF x \$48.78) 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%)

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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.

16. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
17. The Lessor is a limited liability company and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 941881443. Klugman Commercial Properties is the Authorized Agent for the Owner and can negotiate on the Lessor's behalf. Final signatory authority is held with 211 Fort Washington Associates, LLC.
18. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.
19. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
 - (I) Evidence of the transfer of title.
 - (II) A letter from the successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from the prior lessor (transferee) 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 for 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 to the new owner(s) upon final settlement of the estate.
20. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
21. 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 representation 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.
22. It is agreed by the parties hereto that all the 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 execution of this Lease are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
23. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or

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STANDARD FORM 2, ATTACHMENT A
Lease No. GS-05B-18441

their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

24. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever 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".
25. The Government shall have the right to install equipment on the roof of the Building, subject to Lessor's final review and approval of the conditions associated with the use of such equipment and any possible impact on the Building or interference with rights of other tenants of the Building, the detailed plans & specifications for such equipment, installation of such equipment, proposed location of such equipment and terms for the removal of such equipment, such removal to be at the Government's expense.



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