

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

October 25, 2010

LEASE NO.

GS-05P-18459

THIS LEASE, made and entered into this date by and between **WEST HURON JOINT VENTURE**

whose address is 720 E. Wisconsin Avenue, N16
Milwaukee, WI 53202 - 4703

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:

7,151 rentable square feet, which yields 6,300 ANSI/BOMA Office Area square feet (USF) of office space on the second floor of the building located at **Wilshire Plaza West, 1050 Wilshire Drive, Troy, MI 48084-1500** 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 for five (5) years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than one hundred (100) calendar days subsequent to the Government's issuance of the notice to proceed for the tenant improvements.
3. The Government shall pay the Lessor annual rent of \$243,324.09 (\$34.03/RSF - \$38.62/USF) at the rate of \$20,277.01 per month, in arrears, for five (5) years:

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

WEST HURON JOINT VENTURE
720 E. Wisconsin Avenue, N16
Milwaukee, WI 53202 - 4703

4. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO #GS-05B-18459, dated November 5, 2009 as amended.
 - B. Build out in accordance with standards set forth in SFO #GS-05B-18459, dated November 5, 2009, as amended, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - C. Deviations to the Government's design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

LESSOR

SIGNATURE **WEST HURON JOINT VENTURE**

NAME OF SIGNER

Kevin C. Kennedy

ADDRESS *720 E. Wisconsin Ave., N16
Milwaukee, WI 53202*

IN THE PRESENCE OF

NAME OF SIGNER

Daniel N. Wiessner

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Melinda Pennington

OFFICIAL TITLE OF SIGNER

LEASING CONTRACT OFFICER

5. The following are attached and made a part hereof:
- A. Solicitation for Offers (SFO) No. GS-05B-18459, dated November 5, 2009 as amended
 - B. Amendment #1 to SFO No. GS-05B-18459
 - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 06/08)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - E. Exhibit A – Floor plan and Drawings
 - F. U.S. Government Standard Form 2 (SF-2) – 1 page
 - G. U.S. Government SF-2 Attachment A (Paragraphs 5-29) – 3 pages
 - H. GSA Form 3516 entitled SOLICITATION PROVISIONS – (6 pages)
 - I. GSA Form 1364A – (2 pages)
 - J. GSA Form 1364 – Attachment # - (Rate Structure Worksheet) – (2 pages)
 - K. GSA Form 1217 Lessor's Annual Cost Statement (1 pages)

6. Rent includes a Tenant Improvement Allowance of \$34.37 per usable square foot, or \$216,531.00, to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 7.50%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

Fees applicable to Tenant Improvements shall not exceed:

- General Conditions; five (5) percent of project cost
- General Contractor: ten (10) percent of project cost
- Architectural/Engineering: ten (10) percent of project cost
- Lessor Project Management Fees: five (5) percent of project cost

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 dated August 3, 2010, submitted by the Lessor under Solicitation for Offers GS-05B-18459. This lease reflects the terms and conditions of the accepted final proposal revision.
8. The effective date of Lease #GS-05B-18459, estimated to be February 1, 2011, is the proposed lease commencement date. If the actual date of substantial completion and acceptance of the space is different from this date, then the actual date of the lease will be established by Supplemental Lease Agreement (SLA). The lease will then be in effect for five (5) years firm term. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement.
9. The Lessor shall not construct, change, alter, remove or add to the leased premises without prior notification and approval from the General Services Administration (Leasing Contracting Officer).
10. 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:
- A. Evidence of the transfer of title.
 - B. A letter from successor - Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - C. A letter from prior Lessor (transferor) waiving all right against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - D. The IRS tax identification number for the new owner.

Where leased premises are transferred by death of Lessor, a copy of the letters of Administration where 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.

11. In accordance with the SFO paragraph entitled, *Tenant Improvement Rental Adjustment*, the Lessor agrees to provide up to \$216, 531.00 (\$34.37 per u.s.f. x 6,300 u.s.f.) shall be amortized through the rent for five (5) years at the rate of 7.50%. The annual costs of the Tenant Improvements for the amortization period shall be \$52,066.04 per annum (\$7.28 per RSF / \$8.26 per USF). In the event final TI costs result in a rate that would be less than the amortized rate above, the rental rate will be adjusted to reflect the actual TI funds expended and shall be amortized over the firm term of the lease. If the Government determines the Lessor's TI costs are fair and reasonable, but is unable to reduce score of the project, the Government may request the Lessor

to obtain up to 20% of the original tenant improvement allowance in additional funds to complete the Tenant Improvement approved by the Government.

12. In accordance with SFO paragraph 4.1, Measurement of Space, the common area factor is established as 1.13508 (7,151 RSF / 6,300 USF).
13. In accordance with SFO paragraph 4.2, Tax Adjustment, the percentage of Government occupancy is established as 3.77%.
14. Rent includes Building Specific Security Costs of \$10,000 to be amortized over the firm term of the lease (60 months) at the rate of 7.50% (\$0.34 per RSF / \$0.38 per USF).
15. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$42,258.00 per annum.
16. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.00/USF for vacant space (rental reduction).
17. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour beyond the normal hours of operation of 6:00 AM to 8:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
18. In accordance with SFO paragraph 5.13, *Floor Plans After Occupancy*, the Lessor shall provide 1 copy of CAD as built drawings on CD-ROM to the contracting officer within 30 calendar days of completion of construction.
19. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the Leased space after termination of the Lease contract and will become property of the Lessor.
20. Wherever the words "offeror" 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."
21. The Lessor shall not enter into negotiations concerning the space Leased or to be Leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
22. Within 5 days of Lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order to immediately remedy any cleaning, maintenance, janitorial, etc.
23. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this Lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
24. The Leasing Contracting Officer represents the General Services Administration as an agent with the 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.
25. The Lessor Tax Identification Number is [REDACTED] and the DUNS number is 963381475.
26. The Parcel Identification Number for the property is 88-20-20-476-039
27. Central Contracting Registration (CCR.gov) must be completed by December 31, 2010.

28. In accordance with Paragraph 4.9, cleaning must be performed between the hours of 8:00 a.m. and 3:30 p.m. during the time which the agency is open for business and an authorized [REDACTED] agent (employee) is present.
29. In accordance with the lease paragraph entitled, **Tax Adjustment, the base is established as \$17,090.89 per annum (\$2.39 per RSF / \$2.71 per USF)** based on the Government's occupied space 7,151 RSF in Suite 270. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease.
30. In accordance with SFO paragraph 2.5, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises Leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	\$ 20,277.01	\$ 12,216.29	\$ [REDACTED]	\$ [REDACTED]
2	\$ 20,277.01	\$ 12,216.29	\$ [REDACTED]	\$ [REDACTED]
3-60	\$ 20,277.01	\$ 12,216.29	\$ -	\$ 20,277.01