2STANDARD FORM 2 FEBRUARY 1965 **EDITION** GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-05B-18687

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

The Stroh Companies, Inc.,

whose address is 300 River Place

Suite 5000

Detroit, MI 48207-4291

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:

- The Lessor hereby leases to the Government the following described premises: Stroh River Place, 300 River Place Suite 2500, 2nd floor, East Side- North Atrium, Detroit, MI 48207-4291 Office space consisting of 4,812 usable square feet (5,534 rentable).
- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year term beginning the date the leasehold improvements constructed by the Lessor are substantially completed and accepted by the Government, subject to termination and renewal rights, if any, as may be hereinafter set forth. The date of Substantial completion is no later than February 1, 2012.
- 3. The Government shall pay the Lessor annual rent of
 - Years 1-5: \$136,800.48, at the rate of \$11,400.04 per month in arrears based on a rate of \$24.72 per rentable square. (Usable per square foot rate of \$28.4290 on Usable square feet of 4812.0046)
 - Years 6-10: \$94,852.76, at the rate of \$7,904.40 per month in arrears based on a rate of \$19.71 USF, \$17.14 RSF. (One time step rent in year 6 of \$1.50 per square foot reflected above)

The operating expense portion of rent is subject to annual escalations as outlined in Paragraph 13 below and referred to in 4.3 Operating Costs of the SFO. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

> The Stroh Companies, Inc., 300 River Place. Suite 5000 Detroit, MI 48207-4291

The Government may terminate this lease at any time on or after the FIFTH YEAR or February 1, 2017 of the lease 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: All cleaning services, maintenance, space improvements, and special requirements as specified in the attached Solicitation For Offers (SFO) GS-05B-17988 and other documents attached to this lease as described in paragraph 7 below. 6. The following are attached and made a part hereof: (A) SFO GS-05B-18687 consisting of 50 pages (B) Part 8. Adminis (C) GSA Form 3626 2 pages Part 8. Administrative Operating Procedures for Security (D) GSA Form1217; 2 page (E) GSA Form 1364; 2 pages (F) Attachment to 1364; 2 pages (G) GSA Form 3518; 7 pages (H) General Clauses, Simplified Leases, 3517A, 2 pages (I) Attachment 1 to GSA Form 3626; Minimum Lease Security Standards (J) General Clauses 3517; 2 pages (K) GSA Form 3516;1 page; and 3516A; 6 pages (L) Document Security; Notice to Prospective Bidders/Offerors; 3 pages (M) Certificate of Seismic Compliance Existing Building:4 pages (N) GSA Form 12000 Fire Protection and Life Safety;5 pages (O) Energy Star Partnership;2 pages 8. The following changes were made in this lease prior to its execution: IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written. LESSOR: The Stroh Companies, Inc., (Signature) IN PRES 300 River Place, Detroet, Mi 4807

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

ву <u>Tina Ch</u>

tracting Officer

(ficial title)

STANDARD FORM 2 FEBRUARY 1965 EDITION

COMPUTER GENERATED FORM (10/91)

EXCEPTION TO SF-2 APPROVED BY GSA / IRMS 12-89

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U.S. GOVERNMENT LEASE FOR REAL PROPERTY CONTINUATION SHEET LEASE #GS-05B-18687

- 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 April 26, 2011, submitted by the Lessor under SFO No. GS-05B-18687. This lease reflects the terms and conditions of the accepted Best and Final Offer.
- 10. The actual lease effective date shall be established by Supplemental Lease Agreement after substantial completion and acceptance by the Government. The lease will then be in effect for ten years firm. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement date.
- 11. Lessor shall not construct alter, remove, or add to the lease area without prior notification and approval from the General Services Administration (the contracting officer).
- 12. The Lessor will alter the space ready for occupancy no later than February 1, 2012.
- 13. The total net usable square foot area referred to in Paragraph 1 is subject to adjustment but may not be less than the minimum of 4812.0046 net usable square footage offered. The Lessor may deliver up to the maximum usable square footage allowable identified in Paragraph 1 of the SFO. Should there be any adjustments in the usable square footage delivered that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$28.4290 usable square foot per annum for Years 1-10 of the lease. 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. In the event the actual amount of space exceeds 4812.0046 usable square feet, 5,534 Rentable there will be no additional cost to the Government.
- 14. 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 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 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 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.

INITIALS:

ÉSSOR

COVERNMENT

U.S. GOVERNMENT LEASE FOR REAL PROPERTY **CONTINUATION SHEET** LEASE #GS-05B-18687

- 15. The lessor's tax identification number of shall be
- 16. The lessors DUNS number will be 02-184-1242
- 17. For the purpose of computing operating cost adjustments in accordance with SFO GS-05B-18687 paragraph 4.3, the first year's base cost is hereby established as \$10.1095 per usable square foot, \$8.79 per rentable square foot or \$48,646.32.
- 18. Lease GS-05B-18687 is a fully serviced lease and operating hours are 6 AM until 6PM Monday through Friday, except Saturday, Sunday and Federal Holidays.
- 19. For the purpose of computing real estate tax adjustments in accordance with SFO GS-05B-18687, Paragraphs 4.2, it is agreed that the Government occupies 1.1017% of the building of which the Government will pay its share of taxes when they exceed the base year. In accordance with paragraph 4.2 the tax base is reflected at \$1.35 RSF/ \$1.55 USF or \$7,470.90 per annum.
- 20. If overtime HVAC is required, the hourly rate will be \$55.00 per hour.
- 21. The Lease Common Area Factor is 1.15004 (5,534 rentable square feet divided by 4,812,0046 usable square feet).
- 22. The Lessor shall provide 14 reserved structured parking spaces at no extra cost to the Government. Spaces will be provided in one area and specified for Government Use Only.
- 23. The Lessor Shall Provide Tenant Improvement funds of \$45.03 or \$216,684.36 for construction of Tenant Improvements. Lessor will amortize the Total of \$216, 684.36 at the rate of 6% over the firm term of five (5) years or sixty (60) months. The anticipated annual rent for the amortized amount is \$50,269.44 per annum. Notice To Proceed GSA Form 276 Supplemental Lease Agreement will be provided at the time of approval of design intent drawings. The GSA Form 276 Supplemental Lease Agreement will document the final terms and agreement for Amortization of Tenant Improvements. A GSA Form 276, Supplemental Lease Agreement will document actual amortized amount, per square foot rate, and monthly payment to the lessor at the time of acceptance.
- 24. The 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.
- The Lessor shall control the dissemination of Sensitive But Unclassified information contained in the Solicitation for Offers, design standards, space programming documents, construction drawings and any other sources of information relating to the Government occupancy, as established in Lease Attachment #1, "Document Security Form". The Lessor shall issue the Document Security Form, acquire required documentation and verify information prior to disseminating any Sensitive But Classified information. In addition, the Lessor shall maintain a file of Document Security Forms issued and received in conjunction with this project.

INITIALS: LESSOR & GOVERNMENT

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER GS-115B-18687

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 5534 rentable square feet of Office space located in Detroit MI for occupancy not later than January 1, 2012 (date) for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 4816 to a maximum of 5538 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS March 30, 2011.

B. STANDARD CONDITIONS AND REQUIREMENTS

- The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, Life Safety Code or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.

Services, utilities, and maintenance will be provided daily, extending from 6 AM a.m. to 6 PM p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

- g. The Lessor shall complete any necessary alterations within 120 days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at http://www.ccr.gov) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system

	5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)					
	t (Special Equip.) t (Hot & Cold)	 ☐ TRASH REMOVAL ☐ CHILLED DRINKING WATER ☐ AIR CONDITIONING ☐ TOILET SUPPLIES ☐ JANITORIAL SERV. & SUPP. 	ELEVATOR SERVICE WINDOW WASHING Frequency As Needed CARPET CLEANING Frequency Every two.(2) years or as needed	☑ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS ☑ PAINTING FREQUENCY Space	OTHER (Specify below)	
6. OTHE	ER REQUIREMENTS					

Offerors should also include the following with their offers:

The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations. Lessor Shall provide Tenant Improvement funds of \$45.03 or \$216,684.36 for construction of Tenant Improvements. Lessor shall provide an interest rate for amortization of Tenant Improvements over 60 months.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

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×	THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 265.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH
_	MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
\Box	CONTRACT ADVANTA COME TO THE COMPARCAT MAD THE FOLLOWING DAMA CATEFORD DEDIC

_	OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
	

SIGNIFICANTLY MORE IMPORTANT THAN PRICE APPROXIMATELY EQUAL TO PRICE

SIGNIFICANTLY LESS IMPORTANT THAN PRICE

[(Listed in descending order, unless stated otherwise):

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PART II	- OFFER (To be con	npleted by Off	feror/Owner and remain op	en until lease award	D)
A. LOCAT	ION AND DESCRIPTION	ON OF PREM	ISES OFFERED FOR LEA	SE BY GOVERNM	ENT
NAME AND ADDRESS OF BUILDING (Include)	NAME AND ADDRESS OF BUILDING (Include 2IP Code)			2. LOCATION(S) IN B	UILDING
Stroh River Place			a. FLOOR(S)	b.	ROOM NUMBER(S)
			Suite 2500, 2nd floor,	East Side-N.	Suite 2500
300 River Place			Atrium		
Detroit, MI 48207-4291					
			c. SQ. FT.	d. TYPE	
			RENTABLE 5534	GENERAL C	FFICE OTHER (Specify)
					L
			ABOA	WAREHOUS	<u> </u>
			<u>4812.0046</u>		
			Common Area Factor 1.1501		
		В.	TERM		
0.77.1	, ,	2010 1 1			
3. To have and to hold, for the term comm	nencing on January 1, 2	2012 and conti	inuing through December 3	1, 2022 inclusive. T	he Government may terminate this
lease in whole or in part at any time on o	r after December 31, 2	017, by giving	g at least 90 days notice in	writing to the Lesso	or. No rental shall accrue after the
effective date of termination. Said notice s	hall be computed comm	nencing with t	he day after the date of mail	line.	
oncourt date of enaments. Said notice of				·····5·	
		C. R	ENTAL		
4. Rent shall be payable in arrears and will month, the initial rental payment shall be cashall be prorated.					
5. AMOUNT OF ANNUAL RENT	7. HVAC OVERTIME	8. ELECTRO	ONIC FUNDS TRANSFER PAYME	NT SHALL BE MADE TO	(Name and Address) (See form SF3881)
Years 1-5 \$136,800.48	RATE PER HOUR				,
Years 6-10 \$94,852.76	\$55,00 Hour/AC Only				
RATE PER MONTH	,				
		Attention:			
	1				
9a. NAME AND ADDRESS OF OWNER (Include 21) The Stroh Companies, Inc., 300 River I				list all General Partners, u.	sing a separate sheet, if necessary.)
9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST	IN PROPERTY O	F PERSON SIGNING		
313-446-2436	OWNER		AUTHORIZED AGENT		OTHER (Specify)
11a. NAME OF OWNER OR AUTHORIZED AGENT	(Type or Print)		11b. TITLE OF PERSON SIGNING		
Mark K. Tuttle			Vice President, Finan		
11c. SIGNATURE OF OWNER OR AUTHORIZED AG	JENT			11d. 1	4/28/11
	PART III -	AWARD (To	be completed by Governm	ent)	
Your offer is hereby accepted. This (b) Representations and Certifications, (c)					
2. THIS DOCUMENT IS NOT BINDING	G ON THE GOVERN	MENT OF T	HE UNITED STATES OF	FAMERICA UNLE	SS SIGNED BELOW BY
			at ordinarian an odisser	OTING OFFICER	2. 045
			36. SIGNATURE OF CONTRA	hurch	3c. DATE //8///

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