

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JANUARY 9, 2012

LEASE NO.

GS-05B-18691

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
 - A. A total of approximately **30,368** rentable square feet (RSF) consisting of **26,407** ANSI/BOMA Office Area square feet (ABOA SF) of space located in the building located at:

300 RIVER PLACE, SUITE 2900, DETROIT, MI 48207-4291

as indicated on the attached **Exhibit A-Floor Plan,** to be used for such purposes as determined by the U. S. General Services Administration.
 - B. In accordance with the Solicitation for Offers (SFO) paragraph entitled **Common Area Factor,** the common area factor is established as **1.15%.**
 - C. In accordance with the SFO paragraph entitled **Percentage of Occupancy,** the percentage of Government occupancy is established as **6.0457%.**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) 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 Eighty (80) working days after the date of the Government's Notice to Proceed for the Tenant Improvement construction.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Month	Shell Rent	Operating Rent	Amortized Tenant Improvement Rent	Amortized Building Specific Security Cost Rent	Total Annual Rent	Total Monthly Rent
1-5	\$0.00	\$0.00	\$256,399.48	\$0.00	\$256,399.48	\$21,366.62
6-60	\$200,428.80	\$256,676.04	\$256,399.48	\$0.00	\$713,504.32	\$59,458.69
61-120	\$245,980.08	\$256,676.04	\$0.00	\$0.00	\$502,656.12	\$41,888.01

Rent shall be adjusted in accordance with the provisions of the SFO and General Clauses. 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

LESSOR: The Stroh Companies, Inc.

S		NAME OF SIGNER Mark K. Tuttle, Vice President Finance and Assistant Secretary
ADDRESS <i>300 River Place, Suite 5000, Detroit, MI 48207</i>		
IN		NAME OF SIGNER <i>Kimberly Regener</i>
UNITED STATES OF AMERICA		
		NAME OF SIGNER Mark A. Montgomery
		OFFICIAL TITLE OF SIGNER LEASE CONTRACTING OFFICER

MT

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by giving at least 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. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- Parking spaces at no charge to the Government as required by local code.
 - All labor, materials, equipment, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government approved final construction drawings. The Government will provide Design Intent Drawings to the Lessor. Rent is subject to adjustment in accordance with Paragraph 3.3 **TENANT IMPROVEMENT RENTAL ADJUSTMENT** of the SFO.
 - All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. GS-05B-18691 and its attachments.
 - Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the SFO.
6. The following are attached and made a part hereof:
- Solicitation for Offers (SFO) GS-05B-18691, dated 11/3/2011;
 - GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - Exhibit A – Floor Plan
 - Form B- Document Security
7. Rent includes a **TENANT IMPROVEMENT ALLOWANCE** of **\$1,189,103.00** to be amortized monthly at the rate of **3.0%** and paid as Rent over the firm term of the Lease (sixty (60) months). In accordance with SFO paragraph 3.3 **TENANT IMPROVEMENTS RENTAL ADJUSTMENT**, the actual cost of Tenant Improvements shall be reconciled and Rent adjusted accordingly.
8. The total ABOA square foot office area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ABOA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraph 4.1 **MEASUREMENT OF SPACE**, of the SFO.
- If the actual number of ABOA square feet differs from Paragraph 1 of this **SF-2** (Lease), the Lease shall be amended by Supplemental Lease Agreement or Amendment to Lease after field measurement to establish the ABOA square footage in compliance with the terms of this paragraph.
- Should there be any downward adjustment in the ABOA square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$0.00 per ABOA SF for months 1-5, \$17.31/ABOA SF for months 6-60 and \$19.04/ABOA SF for months 61-120, which is the Shell Rent and Operating Cost Rent (unadjusted), not including Tenant Improvement Amortization Rent. Any rent adjustments will be detailed in a future Supplemental Lease Agreement or Amendment to Lease.
9. The Lease is subject to real estate tax adjustment, in accordance with terms and conditions of Paragraph 4.2 **TAX ADJUSTMENT**, of the SFO. The Government's percentage of occupancy is **6.0457%**. The real estate tax base is established at **\$1.37/RSF**. The Property Tax Identification Numbers are [REDACTED] and [REDACTED].
10. In accordance with SFO paragraph 4.3 **OPERATING COSTS**, the base for operating cost adjustment is established as **\$256,676.04** per annum.
11. In accordance with SFO paragraph 4.4 **ADJUSTMENT FOR VACANT PREMISES**, the rental rate negative adjustment is established as \$2.00/ABOA SF/year for vacant space.
12. In accordance with SFO paragraph 4.6 **OVERTIME USAGE**, the rate for overtime air conditioning usage is established as \$55.00 per hour beyond the normal hours of operation of 8:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 2:00 PM Saturdays. Heat beyond the normal hours of operation is provided at no additional cost to the Government. The cost for areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
13. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8 **JANITORIAL SERVICES**.
14. In accordance with SFO paragraph 5.14 **FLOOR PLANS AFTER OCCUPANCY**, the Lessor shall provide two (2) copies of CAD as built drawings on CD-ROM to the contracting officer within fifteen (15) working days of completion of construction.

INITIALS: *MT* LESSOR *[Signature]* GOVT

15. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alterations or removal of any alterations by the Government during the term of this lease or any extensions, including alterations completed by either the Government or Lessor during initial build out of the leased space and/or any subsequent modifications required during the lease term. 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.
16. 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."
17. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - The new owner's tax identification number (TIN#) or social security number.
 - The new owner's DUNS number.
 - The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - A Novation Agreement.
 - The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effective. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

18. 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 Lease Contracting Officer.

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 that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.

19. 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.
20. The Lessor is a Delaware Corporation and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is **02-184-1242**. The signatory authority for Lessor is **Mark K. Tuttle**, Vice President Finance and Assistant Secretary.
21. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- The General Conditions will not exceed 5.0% of the total (net of General Conditions) Tenant Improvement Costs.
 - The General Contractor's fee will not exceed 7.5% of the total (net of General Contractor's fees) Tenant Improvement Costs.
 - Architectural and Engineering fees will not exceed \$4.75 per ABOA Square Foot.
 - Lessor's Project Management fees will be 0.00% of the total net Tenant Improvement Costs.
22. The Lessor has advised the Government in accordance with SFO Paragraph 1.1. **AMOUNT AND TYPE OF SPACE**, that exclusive rights for vending services exist in the building at the time of execution of this Lease.
23. The Lease Contracting Officer represents the United States General Services Administration as an agent with authority to enter into this Lease on behalf of the Government and execute this document in his official capacity only and not as an individual.

INITIALS: MT LESSOR

MA GOVT