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

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 1,468 rentable square feet of office and related space located in Muskegon, MI for occupancy not later than June 1, 2010 (date) for a term of five (5) years, three (3) years firm. Rentable space must yield a minimum of 1,310 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS October 1, 2009.

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 (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide 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.

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.


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 be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 7:30 a.m. to 7:00 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.

The Lessor shall complete any necessary alterations within 90 days after receipt of approved layout drawings.

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.

4. BASIS OF AWARD

X THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 265.1-1996 DEFINITION FOR USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

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

Φ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
Φ APPROXIMATELY EQUAL TO PRICE
Φ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
Φ [Listed in descending order, unless stated otherwise]
A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

6. NAME AND ADDRESS OF BUILDING (include ZIP Code)
   Horizon Office Building
   5000 Hakes Drive
   Muskegon, MI 49441

DUNS# 833179158

B. TERM

To have and to hold, for the term commencing on June 1, 2010 and continuing through May 31, 2015 inclusive. The Government may terminate this lease at any time on or after May 31, 2013, by giving at least sixty (60) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT
   $23,502.68

9. MAKE CHECKS PAYABLE TO (Name and address)
   5000 Hakes Drive LLC
   5350 Paysphere Circle
   Chicago, IL 60674

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary)
   5000 Hakes Drive LLC, 5000 Hakes Drive, Suite 500 Muskegon, MI 49441

11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
   OWNER

12. NAME OF OWNER OR AUTHORIZED AGENT
   Terri Springstead
   Vice President, Controller

13. TITLE OF PERSON SIGNING

15. DATE
   8/28/09

16. OFFER REMAINS OPEN UNTIL
    4:30 P.M.

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

This document is not binding on the Government of the United States of America unless signed below by authorized contracting officer.

17a. NAME OF CONTRACTING OFFICER (Type or Print)
    Joanne Ladwig

17b. SIGNATURE OF CONTRACTING OFFICER

17c. DATE
    6/1/10

GENERAL SERVICES ADMINISTRATION
Page 2 of 2
Solicitation for Offers (SFO) GS-05B-18374 is amended as follows:

Section 1.1 A, AMOUNT AND TYPE OF SPACE (AUG 2008) is deleted in its entirety and replaced with the following:

"1.1A: The General Services Administration (GSA) is interested in leasing approximately 1,468 rentable square feet of space. The rentable space shall yield a minimum of 1,310 ANSI/BOMA Office Area (ABOA) square feet to a maximum of 1,310 ANSI/BOMA Office Area square feet, available for use by tenant for personal, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO)."

Section 1.2 LEASE TERM (SEP 2000) is deleted in its entirety and replaced with the following:

"1.2 The lease term is for five (5) years/three (3) years firm. GSA may terminate this in whole or in part after May 31, 2013 by providing sixty (60) days written notice to the lessor. All the terms and conditions herein shall prevail throughout the term of the lease."

The following Mandatory Security paragraphs are hereby included as part of the SFO:

10.0 LEASE SECURITY STANDARDS

10.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer’s designated representative) will provide the security level designation as part of the space requirement. A copy of the Government’s security standards is available at www.gpo.gov.

2. The Contracting Officer (or the Contracting Officer’s designated representative) will identify all required security standards.

3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.

4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing..."
for the same space requirement. If two or more federal space requirements are being competed at the
same time, an Offeror submitting on both or more space requirements may be subject to a higher
security standard if the Offeror is determined to be the successful Offeror on more than one space
requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

5. Level I requirements have been incorporated into the paragraphs entitled, Lighting: Interior and
Parking, and Doors: Hardware as part of this SFO. If this SFO is used for a Level I space
requirement, the Level II lease security standards, as determined by the Government, shall become
the minimum lease security standards for this requirement.

10.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)
The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during
duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure
that security cameras and lighting are not obstructed.

10.3 ACCESS TO UTILITY AREAS (NOV 2005)
Utility areas shall be secure, and only authorized personnel shall have access.

10.4 EMERGENCY POWER TO CRITICAL SYSTEMS (SEP 2009)
Emergency power backup is required for all alarm systems, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.
A. Building Shell:
Emergency power to building systems is building shell.
B. Tenant Improvement:
Emergency power to agency special equipment is tenant improvement.

10.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)
A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas.
Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall
develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access
from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly
controlled through keyed locks, keycards, or similar measures. Fire and life safety access shall be carefully
reviewed when restricting roof access.

10.6 ACCESS TO BUILDING INFORMATION (NOV 2005)
Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans
and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled.
Such information shall be released to authorized personnel only, approved by the Government, preferably by the
development of an access list and controlled copy numbering. The Contracting Officer may direct that the names
and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the
case, the Government may request that such information not be posted in the building directory.

10.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)
The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and
dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the
Lessor's standards.

10.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV
2005)
The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if
necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the
Lessor assist in reviewing and revising the OEP and SIP plan(s).
10.9 BUILDING SECURITY PLAN (NOV 2005)
The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

10.10 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)
The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

10.11 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)
A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that Implement Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 3-year basis.

10.12 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)
Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

10.13 REQUIREMENTS (NOV 2005) (BUILDING SHELL)
A. The Lessor shall provide and install,or mechanically attached, not less than on all exterior windows in Government-occupied space. The Offeror shall provide a description of the in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum performance condition of for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have
satisfied the specified performance condition using the test methods provided in the US General Services Administration Standard Test Method for Subject to Dynamic Overpressure Loadings or ASTM F1642-04 Standard Test Method for Subject to Airblast Loadings.

10.14 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

JoAnne Ludwig
Printed Name

Terri Springstead
Printed Name

CEO, 5000 Hack Drive, LLC, Its Sole Member

By: 5000 Hack Drive, Properties, LLC, Its Managing Member

By: Horizon Group Properties, Inc., Sole Owner

Company Name

Contracting Officer

A duly authorized representative of the entity above, making an offer to the Federal Government.