

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

October 23, 2009

LEASE NO.

GS-05B-18259

THIS LEASE, made and entered into this date by and between Liberty Place, LLC

whose address is 15714 Millar Road
Clinton Township, Michigan 48036

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:

1. The Lessor hereby leases to the Government the following described premises:

15,261 rentable square feet of office space located on the second (2nd) floor of the building referred to as Liberty Place located at 35803 Mound Road in Sterling Heights, Michigan 48310, yielding 13,640 usable square feet.

Seven (7) to ten (10) on-site surface parking spaces are included at no additional cost to the Government.

Said premises 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 beginning on or about February 1, 2010 through January 31, 2020, subject to any renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor rent as follows:

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Years 1 - 5 *	\$361,838.00	\$30,153.1666	\$23.7099	\$26.5277
Years 6 - 10	\$241,155.20	\$20,096.2666	\$15.8020	\$17.6800

* The first three (3) months of Shell/Base Rent (Total Rent minus Insurance, Amortization of Tenant Improvements, Operating Costs, Real Estate Taxes and Amortization of Building Specific Security Costs) shall be abated. This equates to a rent credit of \$12,145.21 per month for a period of three (3) months. (Shell/Base Rent = \$145,742.55 / 12 = \$12,145.21 x 3 = \$36,435.63)

CPI and tax escalations continue throughout the term of the lease.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Liberty Place, LLC
15714 Millar Road
Clinton Township, Michigan 48036

4. The term of this lease shall be for ten (10) years, five (5) years firm with ninety (90) days written cancellation notice anytime on or after February 1, 2015. 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. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~
6. 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-18259 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.

7. The following are attached and made a part hereof:

U.S. Government Lease For Real Property, Standard Form 2 – 2 pages
Attachment A (Paragraphs 9 –30) – 3 Pages
Solicitation for Offers (SFO No. GS-05B-18259 dated March 11, 2009) — 50 Pages
Form 3517B, General Clauses (Rev 11/05) — 33 Pages
Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages
Exhibit A, Floor Plan — 1 Page

8. The following changes were made in this lease prior to execution:

Paragraph 5 was deleted in its entirety without substitution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

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LESSOR LIBERY PLACE, LLC

BY

David Shaw 10-12-09
(Signature)

David Shaw 10-12-09
(Signature)

IN PRESENCE OF:

Bessie M. Sherrin
(Signature of Witness)

[REDACTED]
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Joanne Ladwig
JOANNE LADWIG – Contracting Officer

Leasing Contracting Officer

ORP