

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

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

7/1/10

LEASE NO.

GS-05B-17886

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

whose address is
WSSA Royal Oak LLC
140 E. Second Street, Suite 215
Flint, MI 48502-1731

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:

10,241 BOMA usable square feet (11,777 rentable) of ground floor office space, in a single story building to be constructed, along with 48 on-site surface parking spaces for the exclusive use of the Government, all located at the northeast corner of Crooks Road and 14 Mile Road in Royal Oak, Michigan, 48017, to be used for such purposes as determined by the General Services Administration.

This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO GS-05B-17886, which is attached to, and is part of this lease.

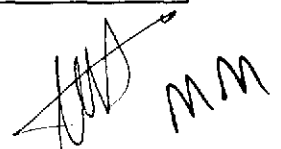
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2011 through December 31, 2020, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of January 1, 2011 is an estimated beginning date. The actual commencement date will be established as an amendment to the lease by a Supplemental Lease Agreement if necessary. The lease will then be in effect for 10 years.

3. The Government shall pay the Lessor annual rent of \$500,522.50 at the rate of \$41,710.21 per Month in arrears. Rent consists of \$38,190.72 per month for shell/base rent, operating expenses, real estate taxes, amortized building-specific security, and parking, and \$3,519.49 per month in Tenant Improvements, which were amortized over 120 months at an annual interest rate of 0.0%. Rent for a lesser period shall be prorated.

In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$41.24 per BOMA usable square foot toward the cost of the tenant improvements defined in SFO GS-05B-17886 and Attachment #2. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 0.0% amortization annual interest rate over 120 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to:

WSSA Royal Oak, LLC
140 East Second Street, Suite 215
Flint, MI 48502-1731

~~4. The Government may terminate this lease at any time on or after the 10th year by giving at least 180 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.~~

Handwritten signature and initials, possibly 'MM'.

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 service, utilities and maintenance (including janitorial) of the building and grounds as provided in the lease and attachments hereto.
(B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-17886 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to providing at least 48 on-site parking spaces as well as meeting all Handicap Accessibility and Fire/Life Safety Requirements.

7. The following are attached and made a part hereof:
(A) Paragraphs 9 through 25 of this lease on pages 3 through 5;
(B) Exhibit A Site Plan
(C) Exhibit B Floor Plan
(D) Solicitation for Offers (SFO) No. GS-05B-17886 dated June 23, 2009, pages 1 through 52;
(E) SFO Amendment No 1. dated January 25, 2010, consisting of 2 pages;
(F) SFO Amendment No 2 dated March 25, 2010, consisting of 21 pages;
(G) Attachment No 1: Attachment to Form GSA 1364 Lease Costs Breakdown Summary consisting of 2 pages;
(H) Attachment No. 2: Definitions of Shell and Tenant Improvement consisting of 4 pages;
(I) Attachment No. 3: General Requirements consisting of 11 pages;
(J) Attachment No. 4: Document Security Form consisting of 3 pages;
(K) GSA Form 3516A (REV. 12/03) consisting of 6 pages;
(L) GSA Form 3517B (REV. 11/05) consisting of 34 pages;
(M) GSA Form 3518 (REV. 1/07) consisting of 7 pages.

8. The following changes were made in this lease prior to its execution:
Paragraphs 4 and 5 of Standard Form 2 have been deleted in their entirety.

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



LESSOR: W [Redacted]
BY _____
(Signature)

IN PRESENCE OF [Redacted] _____
140 E. Second Street Flint MI 48502
(Address) #220

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

[Redacted] _____
Melissa McKenna (Signature) Contracting Officer (Official title)

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 May 5, 2010 submitted by the Lessor under SFO GS-05B-17886. This lease reflects the terms and conditions of the accepted Best and Final Offer.
10. The anniversary date for annual escalations and operating cost adjustments will be revised based upon the actual commencement date, which will be established as an amendment to the lease by a Supplemental Lease Agreement as stated in the above Paragraph 2.
11. The Lessor will construct and build out the space per the requirements in the SFO GS-05B-17886 and its attachments, so as to be ready for occupancy no later than 180 calendar days after receiving the Government's Notice to Proceed with Tenant Improvements. The Government shall deliver layout drawings and necessary finish selections to the Lessor within the latter of 120 working days after receipt of accurate CAD files of the existing demised area to be leased from the Lessor or the date of this lease. As of the date on this SF-2, the Lessor has submitted CAD files of the demised area.
12. The total BOMA usable square foot area referred to in Paragraph 1 is subject to adjustment but may not exceed the maximum limitation nor the minimum usable requirement defined in the Solicitation for Offers. Should there be any adjustments in the 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 \$48.87 per BOMA usable square foot. If necessary, the lease shall be amended by Supplemental Lease Agreement after actual field measurement is performed in order to establish the square footage and annual rental in compliance with the terms of the lease. Should the leased space offer more than the maximum usable square footage required under SFO GS-05B-17886, the Government will not adjust the annual rental for any usable square footage above the maximum usable square footage. Should the leased space not offer the minimum usable square footage required in SFO GS-05B-17886, this lease may be declared null and void by the Government, with no further obligation on the part of either party.
13. The rent is subject to annual operating cost adjustments in accordance with Paragraph 4.3 OPERATING COSTS (SEP 2009) of Solicitation for Offers No. GS-05B-17886 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$85,972.10, which is approximately \$8.39 per BOMA usable square foot.
14. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Paragraph 4.2 TAX ADJUSTMENT (AUG 2008) of Solicitation for Offers No. GS-05B-17886 within this lease, the Government will occupy 100 percent of the net usable square foot area of the entire building. The Lessor estimated \$58,885.00 for the first year, fully assessed real estate taxes which is included in the annual rental as stated in this SF-2. The Identification Number for the Real Estate Parcel occupied under this lease is to-be-determined and supplied to the Government.
15. If heating or cooling is required by the Government on an overtime basis, it shall be provided at an additional cost to the Government of \$15.00 per hour.
16. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the Contracting Officer of the General Services Administration or his/her designee.
17. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer the lease. The Government assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.

INITIALS:  LESSOR &  GOVERNMENT

LEASE NO GS-05B-17886

Royal Oak, MI

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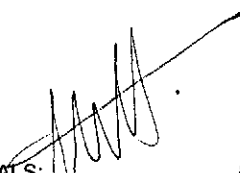

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$41,710.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$41,710.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$41,710.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

25. Lessor agrees at its sole expense to remediate the site to meet commercial clean-up objectives prior to occupancy.

INITIALS:  & 
LESSOR & GOVERNMENT