

DATE OF LEASE

August 12, 2010

LEASE NO

GS-05B-18615

THIS LEASE, made and entered into this date by and between Riverfront Leasing LLC

whose address is 471 Otis Lane
AuGres, Michigan 48703-9718

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:
 - A. A total of 6,996 rentable square feet (RSF) consisting of 6,336 ANSI/BOMA Office Area square feet (USF) of space located at 115 First Street in Bay City, Michigan 48708-5601 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - B. Fifteen (15) on-site reserved surface parking spaces are included in the rent.
 - C. In accordance with the SFO paragraph 4.1.C. entitled Common Area Factor, the common area factor is established as 1.10417%.
 - D. In accordance with the SFO, the percentage of Government occupancy is established as 100%.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of seven (7) years, two (2) years firm, beginning August 1, 2010 through July 31, 2017, subject to termination rights.
3. The Government shall pay the Lessor annual rent of \$157,196.47 at the rate of \$13,099.71 per month in arrears for Years 1-2*. The Government shall pay the Lessor annual rent of \$148,135.68 at the rate of \$12,344.64 per month in arrears for Years 3-7. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

Riverfront Leasing LLC
471 Otis Lane
AuGres, Michigan 48703-9718

* The annual rental rate for Years 1-2 does not include the amortized Tenant Improvement Allowance of \$10.00/USF. The Tenant Improvement Allowance will not be paid upon the lease commencement date of August 1, 2010, but instead will be reconciled in a Supplemental Lease Agreement ("SLA") within one hundred twenty (120) days of the lease commencement date.

4. The Government may terminate this lease at any time after July 31, 2012 by giving at least ninety (90) days' notice 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. ~~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 Lesser 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-18615 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 – 27) – 3 Pages
Solicitation for Offers (SFO No. GS-05B-18615 dated April 23, 2010) — 51 Pages
Solicitation for Offers Amendment No. 1 (dated May 5, 2010) — 1 Page
Solicitation for Offers Amendment No. 2 (dated May 13, 2010) — 1 Page
Solicitation for Offers Amendment No. 3 (dated July 14, 2010) — 1 Page
Special Requirements – 10 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 RIVERFRONT LEASING LLC

BY

(Signature)

IN PRESENCE

2 DUBOW

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

Lease Contracting Officer

(Official title)

9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated July 27, 2010 submitted by the Lessor under SFO No. GS-05B-18615 and all amendments and attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.

10. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 6,534 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Should there be any adjustment in the 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 \$30.21 per usable square foot per annum (for years 1-2, this amount includes the amortized Tenant Improvement Allowance).

11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 is \$39,482.00 per annum for 6,996 rentable square feet.

12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 100%. The Property Tax Identification Number is [REDACTED].

13. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$4.70 per usable square foot per annum for operating expenses.

14. Pursuant to Paragraph 4.6 of the SFO, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at the rate of \$4.00 per hour.

15. Lessor shall provide janitorial service within Tenant's space during normal office hours, 7:00 a.m. to 6:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.

16. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$63,360.00 toward the cost of the Tenant Improvements. The tenant build out cost of \$63,360.00 (based on a maximum \$10.00 per ANSI/BOMA Office Area square foot) is amortized for a period of twenty-four (24) months at 7.5%. Therefore, the maximum amortized tenant build out costs are \$34,214.09 per annum or \$4.89 per rentable square foot. Actual Tenant Improvements will be negotiated and subject to change.

The Tenant Improvement Allowance will not be paid upon the lease commencement date of August 1, 2010, but instead will be reconciled in a Supplemental Lease Agreement ("SLA") within one hundred twenty (120) days of the lease commencement date.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 7.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (24 months). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 7.5% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

INITIALS: A.M. LESSOR & JMD GOVERNMENT 8/12/10

- between the Lessor and Government are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
24. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
25. Wherever the words "Offeror", "Lessor" 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".
26. Lessor will ensure that all restrooms are in compliance with the SFO and ABAAS, and will upgrade as necessary to meet those requirements.
27. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed 5% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 7.5% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed \$1.00 per Usable Square Foot.
 - D. Lessor's Project Management fees will not exceed 3% of the total subcontractor's costs.

INITIALS: A.M. & J.M.
LESSOR GOVERNMENT