

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

February 17, 2010

LEASE NO.

GS-05B-17756

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


whose address is

Mr. Daniel J. Boomstra


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 4,575 rentable square feet (RSF), consisting of a minimum of 3,898 ANSI/BOMA Office Area square feet (USF) of space located on the fourth floor of 830 Pleasant Street (Fifth Third Building), St. Joseph, MI 49085-1102 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - B. In accordance with the SFO paragraph entitled Common Area Factor, according to Form 1364-Proposal to Lease Space, the common area factor is 1.174.
 - C. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 9.7105%.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of fifteen (15) years, ten (10) years firm, beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete which is estimated to be October 1, 2010. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
3. The Government shall pay the Lessor annual rent of \$123,068.00 at the rate of \$10,255.67 per month in arrears. Years 11-15: the annual rent shall decrease by \$10,065.50. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease at any time after the firm term by giving at least 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. ~~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.~~

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6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

All services, utilities (with the exception of electricity for lights and outlets within the Government's demised area), and maintenance of the building and parking lot. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in this lease.

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

- A. Attachment to Standard Form 2 consisting of 3 pages;
- B. Solicitation for Offers GS-05B-17756 dated 12/9/08, consisting of 45 pages;
- C. Exceptions to the SFO dated 11/13/08, consisting of 4 pages;
- D. SFO Amendment #1, consisting of 2 pages;
- E. Special Requirements, consisting of 18 pages;
- F. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), consisting 33 pages;
- G. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07), consisting of 4 pages;
- H. Block plan of leased space, consisting of 2 pages;
- I. Form B, Document Security Form, consisting of 2 pages;

8. The following changes were made in this lease prior to its execution:
PARAGRAPH 5 ABOVE WAS DELETED.

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

LESSOR

SIGNATURE

ADDRESS

Bradley M. Newman

NAME OF SIGNER

NAME OF SIGNER

Mr. Daniel J. Boomstra

IN THE PRESENCE OF (SIGNATURE)

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Jean Dawson

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usable

STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.601

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