

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

12/8/10

LEASE NO.

GS-05B-18586

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

whose address is

GRANDE INVESTMENT COMPANY LLC
6020 W MAPLE RD STE 503
WEST BLOOMFIELD, MI 48322-4409

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:

12,300 BOMA usable square feet (13,500 rentable) of ground floor office space, in a single story building, along with 90 on-site surface parking spaces for the exclusive use of the Government, all located at 60 East Grand Avenue, Highland Park, MI 48203-3102, 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-18586, 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 November 1, 2010 through October 31, 2015, subject to termination and renewal rights as may be hereinafter set forth. The lease will then be in effect for three (3) years firm.

3. The Government shall pay the Lessor annual rent of **\$342,495.00** [\$235,906.91 for Shell (excl. Taxes), \$11,008.09 for Taxes, and \$95,580.00 for Operating Expenses] or monthly rent of **\$28,541.25** in arrears until the Tenant Improvements (TI's) and Building Specific Security Improvements are completed (estimated at three months). Upon acceptance of the TI's and Building Specific Security Improvements per below, the rent shall be adjusted to amortize these costs at 7% over the remaining firm term of the lease.

In Section 3.0, HOW TO OFFER, the Lessor agrees to provide up to \$41.24 per BOMA usable square foot toward the cost of the tenant improvements. 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 7% amortization annual interest rate over the remaining firm term of the lease. The Lessor also agrees to provide a Building Specific Security Allowance of [REDACTED] for [REDACTED] per Section 10.16 amortized at the rate of 7%. The Government and Lessor agree that the final Tenant Improvement and Building Specific Security costs will be stated in a Supplemental Lease Agreement.

At the beginning of year four (4) the full term shell rent shall adjust to an annual rent of **\$342,495.00** [\$235,906.91 for Shell (excl. Taxes), \$11,008.09 for Taxes, and \$95,580.00 for Operating Expenses] or monthly rent of **\$28,541.25** in arrears and the rate shall continue through year five (5). Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

GRANDE INVESTMENT COMPANY LLC
6020 W MAPLE RD STE 503
WEST BLOOMFIELD, MI 48322-4409

4. The Government may terminate this lease at any time on or after November 1, 2013 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.

Handwritten signature/initials

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-18586 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to providing at least 90 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 19 of this lease on pages 3 through 4;
 - (B) Exhibit A - Floor Plan, 1 page;
 - (C) Solicitation for Offers (SFO) No. GS-05B-18586 dated 06/15/2010, 40 pages;
 - (D) SFO Amendment #1 dated June 23, 2010, 1 page;
 - (E) Attachment No. 1 - General Requirements to GS-05B-1856, 14 pages;
 - (F) GSA Form 3517 (REV. 11/05) consisting of 2 pages;
 - (G) GSA Form 3518 (REV. 1/07) consisting of 7 pages.

- 8. The following changes were made in this lease prior to its execution:
 - (A) Paragraphs 4 and 5 of Standard Form 2 have been deleted in their entirety.
 - (B) Replace Paragraph 5.7.D. CONSTRUCTION OF TENANT IMPROVEMENTS of the SFO with the following:

"The Lessor shall construct all Tenant Improvements in accordance with the Government review of the construction schedule and all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within sixty (60) working days. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within five (5) days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project."

9. SFO Paragraph 8.1.B. regarding HVAC Systems Commissioning shall be deleted in its entirety.

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

LESSOR: GRANDE INVESTMENT COMPANY LLC

BY _____

Ronald A. Schwartz, Manager

(Signature)

IN PRESENCE OF _____

6020 W MAPLE RD STE 503
WEST BLOOMFIELD, MI 48322-4409

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____

Contracting Officer

(Official title)

10. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revisions dated October 7, 2010 submitted by the Lessor under SFO GS-05B-18586. This lease reflects the terms and conditions of the accepted Final Revised Offer.
11. The rent is subject to annual operating cost adjustments in accordance with Section 3, Paragraph 4.3 OPERATING COSTS (SEP 2009) of Solicitation for Offers No. GS-05B-18586 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$95,580.00, which is approximately \$7.77 per BOMA usable square foot.
12. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3, Paragraph 4.2 TAX ADJUSTMENT (AUG 2008) of Solicitation for Offers No. GS-05B-18586 within this lease, the Government will occupy 100 percent of the net usable square foot area of the entire building. The Lessor estimated \$11,008.09 for the first year, fully assessed real estate taxes which is included in the annual rental as stated in this SF-2.
13. 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 \$55.00 per hour.
14. The General Conditions shall be at the rate of 5% and the General Contractor's Fee shall be at the rate of 10%.
15. Architectural and Engineering Fees shall be 2% of the Construction Costs.
16. Lessor Mark-up of 5% of the total project costs.
17. Lessor to provide exterior lighting upgrades, fibered aluminum roof coating, parking lot maintenance and repairs, replacement of ceiling tiles and the cleaning of the ceiling grid, as well as two new ADA/UFAS compliant drinking fountains.
18. Floor, wall, and/or window coverings shall be provided and installed as part of the Tenant Improvement allowance.
19. 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.
20. 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.
21. All terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and Government prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
22. The Contracting Officer represents the General Services Administration as an agent with authority to enter into this Lease on behalf of the Government and executes this document in his or her Official capacity only, and not as an individual.
23. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:

INITIALS: *PLS* & *MM*
LESSOR GOVERNMENT

- (I) Evidence of the transfer of title.
- (II) A letter from successor Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
- (III) A letter from prior Lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
- (IV) The IRS tax identification number of the new owner.

Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

24. The Lessor's DUNS Number is 085399363 and Tax ID Number is [REDACTED]
25. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the modified aggregate firm term value of this lease valued at [REDACTED]. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Paragraph 2.2 "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED] and shall be credited in three equal amounts of [REDACTED] over the first three monthly rent payments. Notwithstanding Paragraph 3 of this Standard Form 2, the Firm Term Rental payments shall be reduced to fully recapture this Commission Credit. The reduction shall commence with the first month and continue as indicated as follows:

First Month's Rental Payment shall be \$21,691.35 the monthly payment of [REDACTED] minus commission rent credit of [REDACTED]).

Second Month's Rental Payment shall be \$21,691.35 the monthly payment of [REDACTED] minus commission rent credit of [REDACTED]).

Third Month's Rental Payment shall be \$21,691.35 the monthly payment of [REDACTED] minus commission rent credit of [REDACTED]).

INITIALS: RAI & MM
LESSOR GOVERNMENT