

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

4/27/11

LEASE NO.

GS-05B-18676

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

whose address is
VONN 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:

12,473 BOMA usable square feet (14,344 rentable) of ground floor office space, in a single story building, along with 68 on-site surface parking spaces for the exclusive use of the Government, all located at 26840 West Seven Mile Road, Redford Township, MI 48240-1905, to be used for such purposes as determined by the General Services Administration. This is a fully serviced lease, which includes, real estate taxes, operating costs and parking, as specified in SFO GS-05B-18676, 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 April 1, 2011 through March 31, 2016, subject to termination and renewal rights as may be hereinafter set forth. The lease will then be in effect for five (5) years, two (2) years firm.

3. The Government shall pay the Lessor annual rent for Months 1-54 of **\$362,387.28** [\$227,662.88 for Shell (excl. Taxes), \$36,468.00 for Taxes, and \$98,256.40 for Operating Expenses] or monthly rent of **\$30,198.94** in arrears until the Tenant Improvements (TI's) and Building Specific Security Improvements are completed. Upon acceptance of the TI's and Building Specific Security Improvements per below, the rent shall be adjusted to amortize these costs at 8% over the remaining firm term of the lease.

In Section 3.2, HOW TO OFFER, the Lessor agrees to provide up to \$34.3686 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 3.2 (SFO Amendment No. 1) TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 8% amortization annual interest rate over the remaining firm term of the lease. The Lessor also agrees to provide a Building Specific Security Allowance of \$3,600.00 for Shatter Resistant Window Film per Section 10.19 amortized at the rate of 8%. 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 Month 55, the full term shell rent shall adjust to an annual rent of **\$134,724.40** [\$0.00 for Shell (excl. Taxes), \$36,468.00 for Taxes, and \$98,256.40 for Operating Expenses] or monthly rent of **\$11,227.03** in arrears and the rate shall continue through Month 60. 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:

VONN 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 April 1, 2013 by giving at least 120 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.

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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-18676 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to providing at least 68 on-site parking spaces

7. The following are attached and made a part hereof:
(A) Paragraphs 9 through 22 of this lease on pages 3 through 4;
(B) Exhibit A - Floor Plan, 1 page;
(C) Solicitation for Offers (SFO) No. GS-05B-18676 dated 8/24/2010, 43 pages;
(D) SFO Amendment #1, 1 page;
(E) Form B - Document Security consisting of 2 pages
(F) GSA Form 3517B (REV. 11/05) consisting of 33 pages;
(G) GSA Form 3518A (REV. 1/07) consisting of 4 pages.


8. The following changes were made in this lease prior to its execution:
(A) Paragraph 5 of Standard Form 2 has been deleted in its entirety.
(B) "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."

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

LESSOR: VONN INVEST 
BY _____
Ronald A. Schwartz, Manager (Signature)

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

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION
BY  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 Final Proposal Revisions dated March 3, 2011 submitted by the Lessor under SFO GS-05B-18676. This lease reflects the terms and conditions of the accepted Final Revised Offer.
10. The following SFO Paragraphs have either
 - 1.13 "Labor Standards" – Deleted in its entirety
 - 3.6 "Green Lease Submittals" – Sections A3 through A9 have been deleted
 - 8.1 "Mechanical, Electrical, Plumbing,; General" – 8.1B (Systems Commissioning) has been deleted
 - 11.0 "Special Requirements for Social Security Administration" – Deleted in its entirety
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-18676 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$98,256.40, which is approximately \$7.87 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-18676 within this lease, the Government will occupy 100 percent of the net usable square foot area of the entire building. The Lessor estimated \$36,468.00 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 3% of the Construction Costs.
16. Lessor Mark-up of 5% of the total project costs.
17. It is agreed that the following work will be completed under the Lease:
 - [REDACTED]
 - Upgrades to the exterior lighting to meet the SFO lease requirements
 - Two new handicapped accessible drinking fountains will be provided including the replacement of the currently existing one in the public area and a new one in the employee space
 - Supplemental heating and cooling sources will be provided to increase the comfort in the reception area and the employee vestibule
 - Ceiling vents will be cleaned
 - Up to six additional duplex electrical outlets will be provided under the Tenant Improvement allowance in the Multi-Purpose room in locations to be determined. The new outlets will be circuited so that employees will be able to use small appliances without the circuits tripping
 - Electrical outlets in the kitchen and all bathrooms will be changed to GFI plugs
 - The vinyl siding and trim on the exterior of the Building will be cleaned as weather conditions permits
 - Cracks will be filled in the parking lot which will also be seal coated and striped

INITIALS: *PM* & *MM*
LESSOR & GOVERNMENT

