

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

3/6/09

LEASE NO.

GS-05B-17703

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

whose address is
WSSA Lakewood LLC
140 East Second Street, Suite 225
Flint, Michigan 48502

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:

14,692 BOMA usable square feet (16,016 rentable) of ground floor office space, in a single story building, along with 63 on-site surface parking spaces for the exclusive use of the Government, all located at 17513 Detroit Street, Lakewood, Ohio, 44107, 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-17703, 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 22, 2010 through January 21, 2020, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of January 22, 2010 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 firm.

3. The Government shall pay the Lessor annual rent of \$800,800.00 at the rate of \$66,733.33 per Month in arrears. Rent for Years 1 -10 consists of \$61,735.43 per month for shell/base rent, operating expenses, real estate taxes and parking, and \$4,997.90 per month in Tenant improvements, which were amortized over 120 months at an annual interest rate of 0.00%. Rent for a lesser period shall be prorated.

In Section 1.8, HOW TO OFFER, the Lessor agrees to provide up to \$40.82 per BOMA usable square foot toward the cost of the tenant improvements defined in Attachment # 2. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 0.00% 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 Lakewood, LLC
140 E Second Street, Suite 225
Flint, Michigan 48502

~~4. The Government may terminate this lease at any time on or after by giving at least 60 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.~~

MM
3-3-2009
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-17703 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to providing at least 63 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 24 of this lease on pages 3 through 4;
- (B) Exhibit A Davis Bacon Wages dated August 1, 2008 consisting of 5 pages;
- (C) Exhibit B Site Plan
- (D) Exhibit C Floor Plan and Building Elevations
- (E) Solicitation for Offers (SFO) No. GS-05B-17703 dated 06/20/08, pages 1 through 46;
- (F) Attachment No 1: Lease Costs Breakdown Summary consisting of 2 pages;
- (G) Attachment No. 2: Definitions of Shell and Tenant Improvement consisting of 2 pages;
- (H) Attachment No. 3: General Requirements consisting of 9 pages;
- (I) Attachment No. 4: Document Security Form consisting of 3 pages;
- (J) GSA Form 3516A (REV. 12/03) consisting of 6 pages;
- (K) GSA Form 3517B (REV. 11/05) consisting of 34 pages;
- (L) 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: WSSA La

BY _____ 2009 _____
Troy C. Paron, Partner (Signature)

IN PRESENCE OF:

(Signature) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____ Contracting Officer
(Official title)

