

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

July 19, 2010

LEASE NO.

GS-05B-18404

THIS LEASE, made and entered into this date by and between **500 Woodward LLC**

whose address is 500 Woodward Avenue, Suite 2850
Detroit, Michigan 48226

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 total of 81,413 rentable square feet (RSF) of office and related space, which yields 70,794 ANSI/BOMA Office Area square feet (USF) of space on the 10th, 11th, 12th, 13th and a portion of the 10th floors at One Detroit Center, 500 Woodward Avenue in Detroit, Michigan to be used for general office use and is in keeping with class "A" office building standards. Included in the rent, at no additional cost to the Government, are eight (8) reserved on-site structured parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) firm, beginning on the date of Substantial Completion of the Premises, as defined in the GSA Form 3517B attached hereto. Notwithstanding any provision to the contrary in the Solicitation For Offers attached to the lease, the Lessor shall substantially complete the Premises not later than April 30, 2011. Time is of the essence. Upon acceptance of the Premises by the Government, the Lessor and the Government shall enter into a Supplemental Lease Agreement setting forth the actual lease commencement date. The term of this lease is subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$19.78/RSF or \$22.75/USF at the rate of \$134,195.76 per month in arrears for years 1-3. The Government shall pay the Lessor annual rent of \$20.78/RSF or \$23.90/USF at the rate of \$140,980.18 per month in arrears for years 4-6. The Government shall pay the Lessor annual rent of \$22.28/RSF or \$25.62/USF at the rate of \$151,156.80 per month in arrears for years 7-10. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

500 Woodward LLC
500 Woodward Avenue, Suite 2850
Detroit, Michigan 48226

4. The Government may terminate this lease at any time after the firm term 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 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. Those facilities, services, supplies, 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-18404 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 – 32) – 5 Pages
Solicitation for Offers (SFO No. GS-05B-18404 dated January 29, 2010) — 54 Pages
Attachment to Lease No. GS-05B-18404 – Mandatory SFO Paragraphs for Lease Projects Using American
Reinvestment and Recover Act Funds (8 Pages)
SFO Amendment No. 1 – 1 Page
SFO Amendment No. 2 – 1 Page
SFO Amendment No. 3 – 2 Pages
SFO Amendment No. 4 – 9 Pages
SFO Amendment No. 5 – 1 Page
SFO Amendment No. 6 (Revision 2) – 4 Pages
SFO Amendment No. 7 (Revised) – 2 Pages
Form 3517B General Clauses (Rev 11/05) — 33 Pages
Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages
Exhibit A, Floor Plans — 4 Pages

8. The following changes were made in this lease prior to execution:


Paragraph 5 was deleted in its entirety without substitution.
Modifications have been incorporated in Amendment No. 6 changing the language in Form 3517B.

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

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LESSOR 500 WOODWARD LLC


BY



(Signature)
Gregory F. Camia

(Signature)

IN PRESENCE OF:



(Signature of Witness)
Marie Chapin

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY



Malinda Pennington

Contracting Officer

(Official title)