

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

12/9/09

LEASE NO.

GS-05B-18174

THIS LEASE, made and entered into this date by and between Riverview Center LLC

whose address is 161 Ottawa Avenue NW, Suite 104  
Grand Rapids, MI 49503-2713

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:

Approximately 3,825 rentable square feet (approximately 3,415 ANSI BOMA office area square feet) of space at Riverview Center, 678 Front Avenue NW, Grand Rapids, Michigan, 49504-5300 (as described in Exhibit B attached hereto) to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 1.12. Actual amount of space may exceed 3,415 ANSI BOMA office area square feet at no additional cost to the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning June 1, 2010 or upon acceptance of the space by the Government and continuing for a term through 10 years, subject to terms stated within.

3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

<u>TERM</u>	<u>RATE PER RSF</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
Years 1-5	\$22.01	\$7,015.69	\$84,188.25
Years 6-10	\$16.68	\$5,316.75	\$63,801.00

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18174. Rent for a lesser period shall be prorated. Rent payments shall be made payable to:



Riverview Center, LLC  
161 Ottawa Avenue NW, Suite 104  
Grand Rapids, MI 49503-2713

4. The Government may terminate this lease at any time after the 5<sup>th</sup> year by giving at least sixty (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.

~~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.~~

PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION

Initials: Lessor  & Gov't 

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- a. Facilities, services, utilities, maintenance shall be provided starting June 1, 2010 and in accordance with the terms of the attached Solicitation for Offers GS-05B-18174.
  - b. Surface parking on-site in accordance with local code requirements. Seventeen (17) reserved spaces for official government vehicles. The offered parking spaces can be secured with a fence per the agency special requirements if needed.
7. The following are attached and made a part hereof:
- Attachment to the Standard Form 2 containing paragraphs 9 - 22 to Lease GS-05B-18174 (3 pages)
  - Exhibit A, Base Plans (1 page)
  - Exhibit B, Legal Description (1 page)
  - Solicitation For Offers GS-05B-18174 (43 pages)
  - Physical Security and Special Requirements Attachments (13 pages)
  - General Clauses GSA Form 3517B (Rev. 11/05) (34 pages)
  - Representations and Certifications GSA Form 3518 (Rev. 1/07) (7 pages)
8. The following changes were made in this lease prior to its execution:
- Paragraph 5 was deleted in its entirety without substitution

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

LESSOR Riverview Center, LLC  
 By: Peter B. Mason  
 Its: President

BY \_\_\_\_\_ (Signature)

IN P \_\_\_\_\_

UN \_\_\_\_\_  
 BY \_\_\_\_\_  
 GENERAL SERVICES ADMINISTRATION  
 Contracting Officer  
 General Services Administration  
 1215 S. Dearborn, Suite 3300  
 Chicago, IL 60604  
 \_\_\_\_\_  
 (Official title)

9. In accordance with provisions of Paragraphs 4.2 Tax Adjustments, 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation for Offers GS-05B-18174, the following parameters are established:

(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$4.60 per rentable square foot. The base cost of services of \$4.60 per rentable square foot is based on \$17,611.15 per year and 3,825 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 2.663% (3,825 RSF/ Total Building RSF of 143,619). The base year tax statement will be submitted within 60 calendar days after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base year is hereby established as 2010. The tax base is estimated to be \$1.33 per rentable square foot.

(c) The Adjustment for Vacant space is \$1.12 per useable square foot.

(d) The shell rental rate including taxes for Years 1-5 is established at \$33,845.33 per annum based on \$8.85 per rentable square foot for 3,825 rentable square feet. The shell rental rate including taxes for Years 6-10 is established as \$46,189.85 per annum based on \$12.08 per rentable square foot for 3,825 rentable square feet.

(e) The cost of seventeen (17) parking spaces in the building lot has been included in the annual rental rate at \$0.00 per year. Per the agency special requirements, the surface parking spaces can be fenced as part of the tenant improvement cost.

10. In accordance with Paragraph 4.6, Overtime Usage, the overtime HVAC services will be provided at \$40.00 per hour. Overtime rates shall not be paid during normal building operation hours of 8:00 am to 6:00 pm Monday through Friday.

11. The annual rental rate is firm and will not be adjusted based on the mutual measurement, except as provided in clause 552.270-20, page 12, paragraph 27 of the GSA Form 3517B. The annual rental amount and the base year service cost will be modified to reflect the final measurement.

12. The Lessor will provide two (2) copies of 1/8" scale copies of as-built floor plans to the contracting officer within thirty (30) days of the lease commencement date.

13. Janitorial cleaning/maintenance is to be performed during tenant working hours, Monday through Friday, except for Federal holidays.

14. In accordance with Section 4.1 Measurement of Space paragraph C. Common Area Factor of SFO GS-05B-18174, the Common Area Factor is established as 1.12.

15. In the event the actual amount of space exceeds 3,415 ANSI BOMA office area square feet, there will be no additional cost to the Government.

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GOV'T	LESSOR
<i>[Signature]</i>	<i>[Signature]</i>

16. The gross rental rate stated in Paragraph 3 includes the following amounts per RSF:

Term	Shell Rent Annual Incl. Taxes	Operating Expenses Annual	Taxes Annual (Incl. in Shell)	Tenant Improvements Annual	Building Specific Security
Years 1-5	\$8.85	\$4.60	\$1.33	\$8.42	\$0.14
Years 6-10	\$12.08	\$4.60	\$1.33	\$0.00	\$0.00

17. The tenant buildout will conform to the specifications in SFO GS-05B-18174 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$132,339.28 are amortized at 8% for a period of 60 months. The amortized tenant buildout costs are \$8.42 per rentable square foot.

18. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the aggregate full service lease payments for the firm term of this lease ("Commission"). The total amount of the estimated Commission is [REDACTED], based on [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit, which shall be hereby agreed to as [REDACTED], only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue each month until fully recaptured.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$7,015.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] First Month's adjusted rent.

Second Month's Rental Payment \$7,015.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] Second Month's adjusted rent.

Third Month's Rental Payment \$7,015.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] Third Month's adjusted rent.

Fourth Month's Rental Payment \$7,015.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] Fourth Month's adjusted rent.

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Attachment to the Standard Form 2 - Lease GS-05B-18174  
678 Front Street NW, Grand Rapids, Michigan, 49504

In the event that the rental rate is adjusted due to an increase or decrease to the tenant buildout amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate. The Remaining Broker's Commission is payable to:

Studley, Inc.  
15303 N. Dallas Parkway, Suite 1200  
Addison, Texas 75001

19. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

20. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

21. The Lessor shall represent and warrant that the building and premises meet the required NFPA 101A Life Safety Code. Should a GSA representative discover discrepancies pursuant to a physical inspection, Lessor agrees to remedy any deficiencies as required.

22. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and / or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the lease contract will become property of the Lessor.

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