



## LEASE

State Lease #11428-2009

between

**MIG INVESTMENTS, LLC, as Lessor**

and

**THE STATE OF MICHIGAN, as Lessee**

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Deleted, not applicable

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LEASE

State Lease #**11428-2009**

between

**MIG INVESTMENTS, LLC**, as Lessor  
**A Michigan Limited Liability Company**

and

THE STATE OF MICHIGAN, as Lessee

THIS LEASE is entered into by **MIG Investments, LLC**, as Lessor, whose address is **124 West Allegan Street, Suite 2100, Lansing, Michigan 48933**, and the State of Michigan by the Department of Technology, Management & Budget for the Department of **Human Services**, as Lessee, sometimes referred to as "the State".

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

#### **ARTICLE I - DEFINITIONS**

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease.

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased premises, where none existed prior.

1.4 - Executive: An Executive Order of the Governor pursuant to the Constitution 1963, Article 5, § 2 and 20, or a decision by the Director of the Department of Technology, Management and Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered.

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto.

1.6 - Occupancy: Actual physical presence by the Lessee in the Leased premises.

**1.7 - Reserved**

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraphs 3.1(z) and 3.7.

1.9 - Potable water: Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to the requirements of the Public Health Service Drinking Water Standards or the regulations of the public health authority having jurisdiction.

1.10 - Purpose: The purpose for this Lease is **office** space use for the department or agency mentioned in the Lease in the specific geographic location described in paragraph 2.2 of the Lease.

1.11 - Remodel: Includes alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems within the Leased premises. Remodeling does not include enlarging or decreasing of structural or foundation systems, or new construction.

1.12 - State Government Managed: Property management tasks and responsibilities provided or contracted for and managed by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.13 - State Government Owned: Real property fee title to which is held by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.14 - Substantial Completion: The construction work has been completed in accordance with Enclosure C and C-1, to the extent that the Lessee can use or occupy the Leased premises for the use intended, without any outstanding or concurrent work remaining, except as required to complete minor punch list items. The Lessee has the sole discretion to determine whether punch list items are "minor". Prerequisites for substantial completion include (a) receipt by the Lessee of all required operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the Lessor for their intended use, and (c) the Lessee has received all required certifications and/or occupancy approvals from the State and any other political subdivisions having jurisdiction over the work. Receipt of all certificates and/or occupancy approvals in and of itself does not necessarily connote substantial completion.

1.15 - Tenantable: Habitable for the effective conduct of the Lessee's intended business.

1.16 - Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession.

**1.17 – Bonds: The bonds to be issued under the Trust Indenture.**

**1.18 – Trust Indenture: That certain trust agreement entered into between the Bond Issuer and Trustee concerning the Leased premises including any amendments or supplements.**

**1.19 – Bond Issuer: The entity which issues the bonds on behalf of Lessor and lends the Bond proceeds to Lessor. The Bond Issuer will be the Michigan Strategic Fund (MSF) or the Genesee County Building Authority.**

## **ARTICLE II - POSSESSION**

2.1 - The Lessor leases to the Lessee **40,734 usable** square feet of space and a **parking lot identified as Enclosure "J"**, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased premises, located on the property described in Enclosure "B" also known as **4817 – 4829 Clio Road**, in the **City of Flint**, County of **Genesee**, State of Michigan.

2.3 - If the Leased premises are available for possession by the Lessee prior to the commencement of the term defined in paragraph 2.4, the Lessee, at its sole option, may possess the Leased premises when the same are available. The Lessor shall provide written notice to the Lessee of such availability. For each day of possession prior to commencement of such term, the Lessee shall pay to the Lessor, at the same time that rent consideration for the first month of the regular term of the Lease is due, 1/365 of the initial annual rent consideration set forth in Article V.

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **thirty (30) year** initial term of possession beginning upon actual possession or at 12:01 a.m. on **June 1, 2011**, and ending at 11:59 p.m. on **May 31, 2041**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, Article V shall also be changed accordingly.

2.5 - **Deleted, not applicable**

2.6 - **Deleted, not applicable**

2.7 - **Deleted, not applicable**

2.8 - **Deleted, not applicable**

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased premises for the period specified in the notice, not to exceed three months. The Lessee shall pay the Lessor for each month or part of a month a sum equal to 1/12 of the annual rent consideration set forth in Article V.

2.10 - The Lessee may assign this Lease or may sublet the Leased premises in whole or in part, with prior written consent of the Lessor, which shall not be unreasonably withheld. **The Lessor may withhold consent if the Lessor can demonstrate that the Lessee's assignment to a private entity is substantially likely to cause the interest component of the payments on the Bonds to be included in gross income for federal or State income tax purposes.** The Lessee, through its Department of Technology, Management and Budget may assign or reassign any or all of the Leased premises to any branch, department, board, agency, commission or other instrumentality of State or local government without the necessity of obtaining consent of the Lessor.

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension.

2.12 - The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required under Article III.

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease.

### **ARTICLE III - LESSOR OBLIGATIONS**

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following:

a) Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68°F to 78°F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors.

b) Electrical power distribution system throughout the Leased premises, for the operation of all business machinery and equipment.

c) Natural and/or artificial interior illumination that provides a minimum **50** foot-candles, measured at desk level, at all times, throughout the Leased premises. Artificial illumination shall be by incandescent or fluorescent lamps, and shall include tubes, bulbs, starters, ballasts, and fuses used inside the illumination fixture, and the replacement thereof for the Leased premises and common areas.

d) Domestic plumbing system to restrooms and break rooms capable of supplying hot and cold water, and removing sanitary waste water. Hot water delivery shall be not more than 120°F and not less than 110°F, measured at the tap. **Bathrooms shall be built and set up with approximately 80% ratio for women and 20% ratio for men, in addition to code requirement.**

e) Potable water shall meet the requirement of the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 et.seq.

f) **Deleted, not applicable**

g) Adequate roof, vertical, and foundation thermal insulation in accordance with applicable codes.

h) Complete moisture protection from all exterior weather sources, on all sides, floors, and roof of the Leased premises.

i) Sound attenuation between any mechanical system or other tenant in the premises and the Leased premises, which provides not greater than 45dbA sound level readings, under conditions with all Lessee business equipment shut down.

j) Vibration isolation between any mechanical, plumbing, electrical, or other building system attached to and a part of the Leased premises.

k) Any equipment, portable or fixed, including alarm notification systems, required by the local public fire marshal authority.

l) **Commercial grade, heavy-duty locking hardware and/or keyless entry compatible with the State system.**

Prior to Lessee possession, all doors providing access to the Leased premises shall be re-keyed and **five (5) keys per lock combination and/or keyless access cards compatible with the State system** shall be provided to the Lessee.

m) Pest control, including but not limited to: insects, rodents, flying animals, etc. Spraying must be performed after business hours or on weekends.

n) Trash removal from office wastebaskets, dumpsters, or equivalent containers.

o) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance, de-icing, and snow removal. Snow removal is required anytime the accumulated depth is 2" or more, 24 hours after the most recent snowfall, and there shall be a clear path from the handicapper motor vehicle parking spaces to the barrier free entrances.

p) Janitorial supplies, equipment, personnel, and supervision to provide cleaning services as described in Enclosure "F" (5) pages.

In addition to trash removal from office wastebaskets, dumpsters, or equivalent containers, the janitorial duties shall include the collection of recyclable materials, which have been separated by the Lessee, and the placement of the recyclable materials in the proper containers at the single designated storage location on the Leased premises.

In the event daily janitorial service provided by the Lessor is not satisfactory to a reasonable industry standard, the Lessee will give notice to the Lessor with a 24-hour period to cure the issue. In the event reoccurring janitorial services are not remedied to a reasonable industry standard, the Lessee will give notice to the Lessor with a 15-day period to cure or the Lessee's rent under Article 5.6, will then be reduced by the actual per square foot cost plus a 15% administrative fee per occurrence.

q) Paved, striped, illuminated, and common motor vehicle parking on the Leased premises, **as identified in Enclosure "J", for two hundred forty (240) motor vehicles one hundred fifty five (155) designated for state employees including overnight parking for state owned motor vehicles and shall be secured within a fenced in area and accessible with a card reader system that is compatible with the "buildings system", which is a Honeywell Security Manager system.** The striping on the parking lot shall be repainted **eight (8) times** during the lease period in the summer by the Lessor. Illumination shall be not less than 2 foot-candles, with uniformity not greater than 4 to 1, measured on the parking surface. The Lessor shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this exterior illumination.

r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited).

s) Complete maintenance of the Leased premises, except for any obligations expressly undertaken by the Lessee set forth in Article IV. The Lessor shall keep the Leased premises in good repair, and able to perform and operate as designed, free from dangerous or defective conditions, and in tenantable condition, and at the Lessor's sole expense, properly and in a manner customarily accepted by the skilled trades, make all repairs and/or replacements, structural or nonstructural, of whatever nature. The Lessor shall provide inspections and preventive maintenance for heating and cooling systems in accordance with manufacturers' standards and any local codes or ordinances. The Lessor shall have a reasonable period of time, not to exceed thirty (30) days after receipt of a detailed written notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defects may be allowed provided, in the Lessee's discretion, the Lessor proceeds with due diligence both during and after such thirty (30) day period, and the total time period to cure does not exceed ninety (90) days. This provision is cross referenced in paragraphs 4.2, 5.15, 5.17, and 11.3.

t) A listing of all important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance. These emergency telephone numbers shall be used by the Lessee only after attempting contact with the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. Lessor's failure to provide the emergency telephone numbers or to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of choice.

u) Full replacement value insurance, for the Leased premises identified in paragraphs 2.1 and 2.2, having only standard exclusions, i.e. for acts of war, nuclear disaster, or civil riots.

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

**w) Rental interruption insurance and business interruption insurance for the Leased Premises which the Lessee shall have no obligation to reimburse.**

x) A legible photocopy of the recorded warranty deed, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased premises, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased premises or affecting title to the lands and Leased premises. Copies of the trust indenture and bond, when issued.

y) A legible photocopy of the current legal entity documents (corporation, partnership, trust, D.B.A., etc.) of the Lessor. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity, in this real estate transaction.

z) A legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in paragraph 3.7.

aa) Legible photocopies of all paid-in-full supporting documents necessary to calculate adjustments to the rental consideration referenced in Article V.

bb) Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 451, as amended, MCL 324.16501 et seq.

cc) New carpeting **throughout** and ceiling grid pads **as needed**, during the one hundred eighty (180) days immediately following the start of the **eleventh (11th)** year of possession and during the one hundred eighty (180) days immediately following the start of the **twenty first (21<sup>st</sup>)** year of possession. The 180-day period is intended as a "window period" only, not as permission to take 180 days to complete the replacement. The carpet and ceiling grid pads shall be of equal or better construction, materials, or grade, as compared to the carpeting and ceiling grid pads used upon initial possession. The Lessor will provide, at Lessor's sole cost, in addition to the carpet, moving or "lifting" of the existing furniture, if necessary; the adhesive for the new carpet, and the replacement of any cove base if damaged.

**dd) Manage the daily operation, maintenance, and performance of such services necessary to fulfill Lessor's obligations under this Article III for the Leased Premises.**

**ee) Lessor shall deposit Three Hundred Thirty Six Thousand One Hundred Eighty Eight (\$336,055) ("Moving Allowance") into an interest bearing account on or before Lessee's occupancy or by June 1, 2011 whichever is earlier. From the Moving Allowance, Lessor shall pay relocation costs related to (i) telecommunications equipment and/or data processing equipment and cabling and the installation thereof; (ii) consultant fees for design professionals; and (iii) any moving costs of any kind or nature, up to the amount of the funds in the Moving Allowance account upon presentment of invoices by Lessee. The Lessee shall at all times remain the lawful possessor and owner of any items included in (i) and (ii). To the extent that the sum of actual costs associated with items (i) through (iii) of this section is less than the Moving Allowance, Lessor shall credit the unused portion of Moving Allowance against the rent consideration installment payments, monthly, beginning June 1, 2011, until the Moving Allowance account is fully depleted. Any sum in the Moving Allowance account upon the cancellation of this Lease shall belong to the Lessee.**

**ff) A written report, not more than sixty (60) days old from the date of first possession, from the local public fire authority, indicating the Leased premises are approved for occupancy.**

3.2 - The Lessor warrants that any asbestos contained within the Leased premises has been removed prior to the Lessee taking possession; or if not removed, is present or installed in a manner that will not harm or injure human occupants. The parties agree that the Lessee assumes no liability or responsibility for the presence of asbestos in or on the Leased premises.

3.3 - a) The Lessor covenants that he/she has undertaken an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemptions and defenses available in Sections 20126(1)(c) and 20126(3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), and that the Leased premises, and property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria that applies to a non-liable owner, in compliance with part 201 of NREPA and CERCLA.

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased premises, the Lessor shall:

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Environmental Quality (MDEQ) of the release or threatened release.

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, et seq.

3) Inform the Lessee, the MDEQ, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, the MDEQ, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

c) The Lessor, except as otherwise provided herein, agrees to hold the Lessee harmless and to indemnify the Lessee for any claims brought against the Lessee related to asbestos or the release or threatened release of any hazardous substance on, in or below the Leased premises that may have occurred prior to or after the Lessee's occupancy of the Leased premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Leased premises by the Lessor.

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased premises, except if the release or threatened release is caused solely by the Lessee.

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee.

3.5 - a) No later than **fifteen (15)** days after the effective date of the Lease, the Lessor shall submit to the Lessee a detailed schedule for the design and construction of the Leased premises conforming to the Critical Path Method as outlined in Enclosure "C". Prior to commencement of construction, the Lessor shall submit detailed preliminary plans and specifications consistent with Enclosure "C" and a schedule of all permits and approvals for review by the Lessee.

b) Lessee will endeavor to use its best efforts to complete the review of the preliminary detailed plans and specifications within **two (2)** weeks of their submittal.

c) Lessee will either approve the preliminary detailed plans and specifications or make comments on them. The Lessor shall incorporate the Lessee's comments into the final design of the Leased premises. Once the final detailed plans and specifications are complete, they shall be attached to and become part of this Lease as Enclosure "C-1". Lessor shall supply three (3) copies of the final detailed plans and specifications to the Lessee prior to commencement of construction.

d) No modification shall be made to the final detailed plans and specifications without the prior written consent of the Lessee. Lessor, in constructing the Leased premises, shall use quality materials and comply with all federal, state, and municipal laws, rules, and regulations of any governmental agencies having jurisdiction over the Leased premises. All proposals for the necessary substitution of materials because of shortage or lack of specified materials will be immediately submitted to Lessee, and Lessee may thereupon approve these substitutions, provided they do not alter the quality of the Leased premises.

e) Building plan review and approval as described in this paragraph is not for the Lessor's benefit and the Lessee is not responsible for any design error and/or omissions discovered or which could have been discovered during this review. Nor does this review waive or negate any rights of the Lessee for breach of contract and/or default based upon design error and/or omissions.

f) The Lessor shall immediately commence construction as required in paragraph 3.6 upon submission of the final detailed plans and specifications to the Office of Design and Construction.

g) All work required under paragraph 3.6 shall meet the latest local and state building codes, fire codes, and barrier free regulations. The Lessor shall be responsible for acquisition of and payment for all necessary permits.

3.6 - a) The Lessor shall complete construction in accordance with the standards and specification found in Enclosures "C" and "C-1" by the later of: June 1, 2011; two hundred seventy (270) days after Lessor receives a fully executed Lease; or within ten (10) months after Lessor closes on financing for construction but not later than October 1, 2011. **Lessor shall submit to the Lessee three (3) copies of the "as built" detailed plans and specifications.**

b) Time extension requests must be submitted in writing to Lessee each month in which the Lessor believes he/she is entitled to more time. Such requests shall detail the length of time extension requested and indicate why the Lessor believes more time is warranted. Lessee will respond to such requests and may extend the timeframe allowed for Substantial Completion. If no time extension is requested in writing, it will be assumed that no additional time is needed and no timeframe extension will be allowed for that month.

c) The work to be performed under Article III of this Lease shall be commenced as provided in paragraph 3.5 and shall be Substantially Completed within the timeframe required in paragraph 3.6(a). Lessor and Lessee agree that Substantial Completion by the time specified is of the essence to this Lease and that the Lessee will suffer injuries and damages if the work is not timely completed. Should the Lessor fail to Substantially Complete the work within the above-referenced timeframe, the sum of **one thousand five hundred dollars, (\$1,500)** per day shall be deducted from the Lease rent payment(s) for each and every calendar day of delay. It is understood and agreed that this deduction from Lease rent payment(s) is not a penalty, but represents liquidated damages suffered by the Lessee, and is so fixed on a per diem basis because of the extreme difficulty of ascertaining the full amount of damages the Lessee will sustain if the work is not timely completed. Liquidated damages are not intended to compensate the Lessee for any other breach of this Lease.

**d) See attached Enclosure "C", 205 pages, Addendum to Enclosure "C", 1 page and DHS, 41 pages, for construction standards and specifications. Enclosure "C-1" (final detailed construction plans and specifications) shall be incorporated and attached to this Lease upon receipt by the Office of Design and Construction pursuant to paragraph 3.5.**

e) The program, design, and construction of the Leased premises shall be executed in compliance with all applicable federal, state, and local laws, permits, approvals, ordinances, standards, and regulations, including but not limited to applicable regulations of the Occupational Safety and Health Act (OSHA), and other professional practices and industry standards.

f) The Lessor expressly warrants and guarantees to the Lessee that all construction work will conform to the Lease, Enclosures "C" and "C-1" and will not be defective. Reasonably prompt notice of defective work of which the Lessee has actual knowledge shall be given to the Lessor, but failure to do so will not void the Lessor's warranty and guarantee obligations unless actual prejudice results from such untimely notice.

The Lessor's obligations for correction of construction work specified herein are in addition to, and not in limitation of, any warranties or guarantees required elsewhere in this Lease, Enclosure "C" and "C-1", or by law. Nothing contained in this paragraph shall be construed as establishing a period of limitations for, or limiting the obligations of, the Lessor to warrant and guarantee that the construction work will not be defective.

3.7 - Lessor agrees that the Lessee or its authorized representative(s) shall, at all times, have access to the Leased premises construction site to determine that the Leased premises are being constructed in accordance with reasonable construction standards and the requirements of Enclosure "C" and "C-1". Lessor agrees that:

a) The Lessee's representative shall receive copies of Lessor's required construction submittals as outlined in Enclosure "C-1", such as shop drawings, product data and samples, to confirm conformance with the design concept of the work and with the information provided in enclosure "C-1" and industry performance standards.

b) The Lessee's representative shall have authority to observe the construction and where non-conformance with Enclosure "C" and/or "C-1" is discovered communicate to the Lessor such non-conformance. The Lessor agrees to take appropriate corrective action to conform the construction work to the requirements of Enclosure "C" and "C-1".

c) The Lessee's right to make observations or otherwise act as set forth in paragraph 3.7(a), 3.7(b), 3.7(d) and 3.7(e) shall not:

1) give rise to or impose any duty or responsibility on Lessee to make those observations or perform those services for the benefit of the Lessor or any of its contractors, subcontractors, agents, or employees;

2) relieve the Lessor from its obligations to perform the construction work in accordance with Enclosure "C" and "C-1"; or

3) represent acceptance of defective construction work.

3.8 - Lessor agrees that **Department of Technology, Management and Budget (DTMB)** will provide construction inspection services on its behalf and will periodically visit the site to determine that the Leased premises are being constructed in accordance with reasonable construction standards and relevant specifications and drawings, Lessor agrees that:

a) **DTMB** shall at all times have access to the work whenever it is in preparation and progress. Lessor is responsible for providing access to DTMB so that they may properly perform functions under this agreement.

b) **DTMB** shall receive copies of Lessor's required construction submittals, such as shop drawings, product data and samples, to confirm conformance with the design concept of the work and with the information provided in the specifications, drawings, and industry performance standards.

c) **DTMB** shall have authority to inspect and, where required because of a non-conformance with the relevant contract documents, reject any construction work, or take other appropriate action including recommending action necessary to correct any rejected work. The Lessor shall promptly correct the rejected work according to the **DTMB's** recommendations.

d) **DTMB's** authority to make the required observations or otherwise act as set forth in Section 3.8 (a) - (d), shall not a) give rise to or impose any duty or responsibility on it to make those observations or perform those services for the benefit of the Lessor or any of its contractors, subcontractors, agents or employees, b) relieve the Lessor from its obligations to perform the construction work in accordance with the drawings, specifications and standards, or c) represent acceptance of defective construction work.

e) During the remodeling or construction of the Leased premises, either party may request remodeling or construction changes, for the purposes of economizing, or Lessee program changes. The Lessor shall submit a complete description and cost estimate for prior written approval to the Real Estate Division of the Department of Technology, Management and Budget, prior to the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted.

3.9 - Remodeling of the Leased premises required by any existing or future laws, ordinances, or regulations of the city, village, township, county, state, or federal government, or other public building authority, shall be made by the Lessor, at no expense to the Lessee.

3.10 - In the event that less than ten percent (10%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within thirty (30) days notice after the damage or destruction. In the event that between ten percent (10%) and fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within ninety (90) days notice after the damage or destruction. In the event that more than fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall have the option of repairing or reconstructing, or canceling this Lease, which option shall be exercised within ninety (90) days after the damage or destruction. This covenant is cross referenced in Articles IV, V and XI.

3.11 - The Lessor shall not rent or otherwise occupy any adjoining space which is or becomes vacant on **or adjacent to** the Leased premises known as **4817 – 4829 Clio Road as identified in Enclosure "J"** during the term of this Lease, or any extensions thereof, without first offering for a period of ten (10) days, the space to the Lessee at the Lessee's current rental rate, and under the same terms and conditions found in this Lease.

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

3.13 - The Lessor shall have the right to specify positioning of safes or other concentrated loads, that do not exceed the structural loading capacities, in the floor design layout.

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer so that the Lessee can calculate the amount of the potential increase in real estate taxes as a result of such transfer.

**3.15 – Deleted, Not Applicable**

3.16 – Time extension requests must be submitted in writing to Lessee each month in which the Lessor believes he/she is entitled to more time. Such requests shall detail the length of time extension requested and indicate why the Lessor believes more time is warranted. Lessee will respond to such requests and may extend the timeframe allowed for substantial completion. If no time extension is requested in writing, it will be assumed that no additional time is needed and no timeframe extension will be allowed for that month.

3.17 – The Lessor shall permit the Lessee to display public notifications of applicable public meetings as required by 1976 PA 267, as amended, MCL 15.261 et seq., in public lobby areas of the building wherein the Leased premises are located, in a manner consistent with the decor of the public lobby areas. Any display cases or other means used to display such public notifications shall be at the Lessee's expense.

3.18 – Lessee requires that all newly constructed buildings leased by the State of Michigan shall be designed and constructed in accordance with the Leadership in Energy and Environmental Design (LEED) Green Building Rating System developed by the United States Green Building Council and complies with Energy Star<sup>®</sup> designation.

3.19 - In all contracts for the construction or renovation of the Leased Premises, the Lessor must include a provision stating that the rates of wages and fringe benefits to be paid to each class of construction mechanics by the Lessor's General Contractor, all of the General Contractor's Subcontractors, and all lower tier Subcontractors shall not be less than the wage and fringe benefit rates issued by the Michigan Department of Energy, Labor & Economic Growth, Wage and Hour Division in its schedule of occupational classification and wage and fringe benefit rates for the locality in which the work is to be performed. "Construction mechanic" means a skilled or unskilled mechanic, laborer, worker, helper, assistant, or

apprentice working on the construction or renovation of the Leased Premises but shall not include executive, administrative, professional, office, or custodial employees. The Lessor or the Lessor's General Contractor must keep posted on the construction or renovation site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates and the address and telephone number of the Michigan Department of Energy, Labor & Economic Growth's Wage and Hour Division, currently 6546 Mercantile Way, Suite 5, P.O. Box 30476, Lansing, Michigan 48909-7976, Phone: (517) 335-0400 and a notice that as the intended beneficiaries of 1965 PS 166, as amended, MCL 408.551, et seq., construction mechanics who have not been paid in accordance with the Act may file a claim with the Department of Energy, Labor & Economic Growth. The Lessor or the Lessor's General Contractor must keep an accurate record showing the name and classification of each person performing work on the site, the dates on which work was performed, the hours each person worked on the site, and the actual hourly wages and benefits paid to each person. This record must be made available for inspection by the Department of Technology, Management and Budget and/or the Michigan Department of Energy, Labor & Economic Growth, at any time, upon request.

#### **ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS**

4.1 - The Lessee shall furnish:

a) 100% payment for public utilities used for heating, cooling, illumination, power, and water and/or sewer.

b) **Deleted, not applicable**

c) **Deleted, not applicable**

d) **Deleted, not applicable**

e) **Deleted, not applicable**

f) **Deleted, not applicable**

g) Telecommunications system and equipment.

h) Intrusion alarm system monitoring, **security system and video surveillance for the interior, exterior and parking areas.**

i) Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers.

j) Maintenance of: None.

k) **Deleted, not applicable**

4.2 - The Lessee shall give detailed written notice to the Lessor, and if applicable, to the Lessor's mortgagee, of the need for any maintenance which is the obligation of the Lessor pursuant to Article III. This provision is cross referenced in paragraphs 3.1(s), 5.15, and 5.17.

4.3 - a) The Lessee shall have the option to add tenant improvements to the Leased premises during this Lease or any extension at the Lessee's expense. The tenant improvements to the Leased premises shall be and remains the property of the Lessee, and may be removed by the Lessee prior to cancellation or termination of this Lease. In the event the Lessee exercises its option to remove any tenant improvements to the Leased premises under this paragraph upon cancellation or termination of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

b) In the event the Lessee removes any fixtures, finishes, additions, or structures owned by the Lessor, placed in or attached to the Leased premises, upon termination or cancellation of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.5 - Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition", and shall remove all furnishings from the Leased premises. Furnishings remaining in or on the Leased premises after the cancellation or termination effective date shall be considered abandoned property, and the Lessee shall be obligated to pay the Lessor for all reasonable removal costs.

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees.

4.7 - In the event the Lessor fails to proceed with repairs necessitated by damage or destruction that is fifty percent (50%) or less, as referenced in paragraph 3.10, the Lessee may proceed, after affording insurance surveyors or adjusters opportunity to inspect the damages, with repairs for the account of and at the expense of the Lessor.

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.9 - The Lessee shall close all open windows, skylights, doors, or other exterior openings to the Leased premises, within the control of the Lessee, to avoid possible damage from fire, storms, rain, or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the Leased premises shall be unoccupied.

4.10 - The Lessee shall not permit:

a) Bicycles, mopeds, or other vehicles used for personal transportation, to be stored within the Leased premises or other common areas, unless otherwise specifically authorized elsewhere in this Lease, or agreed upon in writing with the Lessor.

b) Any items to be attached to suspended acoustical ceiling grids.

c) Access to any roof or overhang structure, except as under emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises.

**4.11 - Upon the request of the Lessor, Lessee represents and covenants as follows:**

a) Lessee, through an authorized officer, will cause an appropriate official of the State to enter into a continuing disclosure undertaking in such form that will permit the Bonds to be publicly offered and which will comply with the requirements of paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

b) Lessee represents that it has taken all action necessary to make this Lease a legal, valid and binding obligation of the Lessee, and Lessee will take all reasonable action to obtain an opinion of the Attorney General of the State as to the due authorization, execution and delivery of the Lease by the Lessee. The opinion shall state that the Lease is a legal, valid and binding obligation of the Lessee.

c) Lessee covenants and agrees that, to the extent permitted by law, it shall take all actions within its control, and shall not fail to take any action, as may be necessary to maintain the exclusion of the interest portion of the rental payments from gross income for federal income tax purposes.

#### **ARTICLE V - RENT CONSIDERATION**

5.1 - Rent consideration installment payments shall be made on the **first day of the month** for which the installment applies.

5.2 - If the Leased Premises are not ready for Possession by the date established in paragraphs 2.4 and 3.6, the Lessee shall not be responsible for rent until taking possession, nor shall the Lessee waive any claims to damages which the Lessee may have suffered.

5.3 - **The Lessee shall pay to the Lessor as annual rent consideration for the Leased premise from 12:01 a.m. June 1, 2011 through 11:59 p.m. May 31, 2012 at the rate of zero dollars per year. The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. June 1, 2012, through 11:59 p.m. May 31, 2021, at the rate of Six Hundred Twenty One Thousand One Hundred Ninety Two dollars (\$621,192) per year, payable in installments of Fifty One Thousand Seven Hundred Sixty Six dollars (\$51,766) per month.**

5.3 – a) After the bonds are issued the rent payments under this Lease, when paid, will be disbursed by the Trustee under the Trust Indenture to pay the principal components and interest components provided in Enclosure H, provided, however, that only the capitalized interest account established by the Trust Indenture may be used to pay (1) any amounts due on the Bonds before Possession and (2) rent due after Possession when the Leased premises is not available for Possession or use by the Lessee including any period when rent has not been appropriated. Upon Substantial Completion and Possession, which is currently scheduled to occur by June 1, 2011, the Lessee will commence to pay rent from State appropriations as provided in Article V. The Lessor agrees that the Trust Indenture must state that any interest earned on the accounts associated with the Bonds is to accrue to the benefit of the Lessee to pay down debt service. Any monies available in excess of debt service requirements in the accounts associated with the Bonds are to accrue to the benefit of the Lessee to pay down debt service. The rent under the Lease is scheduled to continue until May 31, 2041, however, in the event that the Bonds are paid down prior to this date, the Lessor shall notify the Lessee and Lessee shall have the right to exercise its option to acquire title pursuant to 13.2(a).

5.3 – b) Rent payments under this Lease (exclusive of additional rent payments under paragraph 5.6) shall consist of payments to be made pursuant to paragraphs 5.3, 5.4, 5.4 (a), 5.4 (b), 5.4 (c) Holders of Bonds are not third party beneficiaries of this Lease. Holders of Bonds shall have no right to enforce any provision of this Lease, but the Lessor's Mortgagee may enforce any payment obligation of the Lessee under paragraph 10.3. All payments of rent consideration under this Article V are free and clear of any setoffs under the Lease except for the abatement of rent consideration for the period during which the Leased premises is rendered untenable or incapable of the use for which the Leased premises was leased as provided in paragraph 5.17. The rental payments shall be paid by electronic funds transfer, pursuant to Article 12.8 herein and shall be used pursuant to the Trust Indenture to make payments of the principal of, and interest on, the Bonds.

5.4 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **June 1, 2021**, through 11:59 p.m. **May 31, 2026**, at the rate of **Six Hundred Forty One Thousand Five Hundred Fifty Six dollars (\$641,556)** per year, payable in installments of **Fifty Three Thousand Four Hundred Sixty Three dollars (\$53,463)** per month.

5.4 a) - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **June 1, 2026**, through 11:59 p.m. **May 31, 2031**, at the rate of **Six Hundred Sixty One Thousand Nine Hundred Twenty dollars (\$661,920)** per year, payable in installments of **Fifty Five Thousand One Hundred Sixty dollars (\$55,160)** per month.

5.4 b) - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **June 1, 2031**, through 11:59 p.m. **May 31, 2036**, at the rate of **Six Hundred Eighty Two Thousand Two Hundred Eighty Four dollars (\$682,284)** per year, payable in installments of **Fifty Six Thousand Eight Hundred Fifty Seven dollars (\$56,857)** per month.

5.4 c) - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **June 1, 2036**, through 11:59 p.m. **May 31, 2041**, at the rate of **Seven Hundred Two Thousand Six Hundred Sixty dollars (\$702,660)** per year, payable in installments of **Fifty Eight Thousand Five Hundred Fifty Five dollars (\$58,555)** per month.

**5.5 a) – Deleted, not applicable**

**5.6 - As additional rent consideration from funds appropriated for this Lease the Lessee shall pay the Lessor Ninety Three Thousand Six Hundred Eighty Four Dollars (\$93,684) annually, payable in installments of Seven Thousand Eight Hundred Seven Dollars (\$7,807) per month as a base amount for the operating and maintenance obligations as set forth in paragraph 3.1 (m), (n), (o), (p), (q), (s), (u), (v), and (dd). The additional rent consideration shall not be used to pay the principal and interest components of the Bonds listed in Enclosure "H".**

**5.7 - The Lessee shall adjust the additional rent consideration in paragraph 5.6 one (1) time per calendar year, for increases or decreases, as substantiated pursuant to paragraph 5.11, for the following:**

**a) - The actual cost of such operating and maintenance obligations listed in paragraph 5.6.**

**The Lessor shall submit supporting documents for such costs by August 30<sup>th</sup> of each year for the previous calendar year, including the substantiation of Lessor's property management fee to meet generally accepted business practices.**

**The Lessee shall adjust the rent due to the Lessor or the Lessee in lump sum within ninety (90) days after the receipt of such documents.**

**5.8 - The Lessee shall not be responsible for property taxes that may be assessed. The Lessee shall within ninety (90) days after receipt of paid invoices as substantiated pursuant to paragraph 5.11, reimburse the Lessor for the following:**

**a) Payment made to a municipality in lieu of property taxes for a full calendar year.**

**b) Deleted, not applicable**

**c) Deleted, not applicable**

**d) Deleted, not applicable**

**5.9 - Deleted, not applicable**

**5.10 - Deleted, not applicable**

5.11 - If the Lessor seeks an increased rent adjustment in any given year, the Lessor shall also submit supporting data for any prior year the Lessor failed to submit such documentation and the Lessee shall be entitled to any credits due the Lessee from prior adjustment dates. Should the Lessor fail to submit supporting data to the Lessee, for rental consideration adjustments, as found in paragraphs 5.7, 5.8, and 3.1(aa) **by August 30<sup>th</sup> of each year** in which an adjustment is scheduled, the **Lessor waives any right to additional rent considerations from funds appropriated for this Lease and the Lessor shall have no remedy thereafter.** Exercise of this option by the Lessee shall not affect any of the Lessor's or Lessee's rights to rent consideration adjustments accruing on subsequent adjustment dates.

**5.12 - Deleted, not applicable**

**5.13 - Lessor shall retain all records, data and documents supporting the adjustments under paragraphs 5.7 and 5.8 each year for a period of six (6) years.**

**5.14 - Reserved**

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future rent consideration payments due the Lessor.

5.16 - If the Lessor fails to provide supporting documentation or warranties, as required by Article III, four percent (4%) of the monthly rent consideration shall be held by the Lessee, until the required documentation is provided to the Lessee.

5.17 - The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenable or incapable of such use, the rent shall be reduced in proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI.

5.18 - Any rent consideration prepaid in advance to the Lessor, shall, upon damage or destruction as identified in paragraph 3.10, be repaid by the Lessor to the Lessee, within thirty (30) days of cancellation.

#### **ARTICLE VI – Deleted, Not applicable**

#### **ARTICLE VII - EMINENT DOMAIN/CONDEMNATION**

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent

domain/condemnation of the Leased premises described in paragraphs 2.1 and 2.2 by a public agency.

7.2 - If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI.

7.3 - If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit.

7.4 - If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost.

#### **ARTICLE VIII - ESTOPPEL**

8.1 - The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to paragraph 12.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate (Enclosure "D"). The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that:

- a) This Lease is in full force and effect without modification except as may be represented by the Lessor,
- b) There are no uncured defaults in the Lessor's performance,
- c) Not more than one (1) month's rent has been paid in advance.

#### **ARTICLE IX - Deleted, Not Applicable**

## **ARTICLE X - LESSOR'S MORTGAGEE**

10.1 - For purposes of this Article, the term "Lessor's mortgagee" means any party of record holding a mortgage or deed of trust on the Leased premises described in paragraphs 2.1 and 2.2, or any part thereof. The Lessor shall give the Lessee written notice that such party holds such lien or deed of trust, and written evidence of the date the mortgage or deed of trust was executed, together with notice of the address of Lessor's mortgagee. A lien held by a Lessor's mortgagee on the Leased premises, or any portion thereof, is herein referred to as a "Lessor's mortgage".

10.2 - Pursuant to paragraph 10.1, the Lessor has disclosed all mortgages or deeds of trust affecting the Leased premises set forth in paragraphs 2.1 and 2.2 which exist as of the execution date of this Lease. If a mortgage or deed of trust exists or existed, as of the execution date of the original Lease, the Lessor shall cause each mortgagee to execute in favor of the Lessee the Nondisturbance Agreement, attached as Enclosure "E", whereby said mortgagee agrees that it will not disturb the Lessee's tenancy in the event of foreclosure or other succession to the interest of the Lessor. Enclosure "E" shall be executed before this Lease becomes effective. Any mortgage is to be subordinate to this Lease, and any future amendment thereto unless specifically provided otherwise in writing.

10.3 - If the Leased premises are at any time during the term of this Lease subject to a Lessor's mortgage, then, whenever the Lessee gives notice to the Lessor alleging default by the Lessor in performance of any covenant or obligation under this Lease, the Lessee shall simultaneously give a copy of such notice to the Lessor's mortgagee (at the address of the Lessor's mortgagee provided pursuant to paragraph 10.1). Lessor's mortgagee shall have the right (but not the obligation) to cure or remedy Lessor's default during the same time period that is permitted to the Lessor hereunder for the remedying or curing of such default. Lessee will accept such curative or remedial action taken by a Lessor's mortgagee with the same effect as if such action had been taken by the Lessor. Any claims for damages by the Lessee shall not be waived by the Lessor's mortgagee's corrective or remedial action.

10.4 - In the event that the Lessor's mortgagee of record (or any other party) shall acquire title to the Leased premises or shall succeed to the Lessor's interest in this Lease, whether through foreclosure of the Lessor's mortgage, conveyance in lieu of foreclosure, or otherwise (collectively, a "foreclosure"), the Lessor's mortgagee (or other such party) shall thereupon, and without the necessity of attornment or other act or agreement, be substituted as the Lessee's landlord under this Lease, and shall be subject to the obligations thereof. The rights acquired by the Lessor's mortgagee are subordinate to this Lease and all of the Lessee's rights under the Lease continue undisturbed.

## **ARTICLE XI - CANCELLATION**

**11.1 – Beginning June 1, 2011 and until May 31, 2041, this Lease may be cancelled by the Lessee if the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:**

**a) - There is a specific prohibition arising out of the appropriation process against using funds for this Lease; or**

**b) - The Legislature fails to appropriate funds for the purpose of paying rent under this Lease.**

**c) - The parties expressly acknowledge that the State can only commit funds in the fiscal year that they are available and that commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations. The parties further acknowledge that the State has no continuing legal or moral obligation to appropriate money for the payments to be made, or other obligations to be performed, under this Lease.**

### **11.2 – Deleted, not applicable**

**11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:**

**a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the Michigan Department of Labor pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act).**

**b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III.**

**c) The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited). This covenant is cross referenced in Article III.**

**d) The Leased premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII.**

**e) The Lessee's use of the Leased premises is in violation of local adopted ordinance, or recorded deed restrictions.**

**f) The Lessee acquires fee title to the Leased premises in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI.**

g) The Lessor fails to maintain the Leased premises in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults.

h) The Lessor fails to repair or restore the Leased premises for damage specified in paragraph 3.10. This covenant is cross referenced in Articles III, IV, and V.

i) The Lessor fails to deliver the Leased premises, according to the plans, specifications, and timeframe for remodeling or construction, found in paragraph 3.6.

j) Damage or destruction, specified in paragraph 3.10, is so extensive as to constitute a total destruction of the Leased premises. This covenant is cross referenced in Articles III, IV and V.

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

a) - Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises, as referenced in paragraph 3.10. This covenant is cross referenced in Articles III, IV and V.

b) - The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VII.

**11.5 - Lessor covenants that the terms and conditions set forth in Article XI will be included in both the Trust Indenture and all bond disclosure documents.**

**Upon cancellation of this Lease as provided in Article XI, the Lessee shall surrender Possession of the Leased premises in the same condition as when delivered to the Lessee, reasonable wear and tear excepted unless damaged or destroyed as described above.**

## **ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS**

12.1 - Any notice to Lessee or Lessor required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and Lessee shall be transmitted to the address noted in this Lease and notices to the Lessee shall be transmitted to:

### **Lessor**

MIG Investments, LLC  
124 W. Allegan Street  
Suite 2100

Lansing, MI 48933  
E-mail: rboji@bojigroup.com  
Telephone: 517-377-3000  
Fax: 517-485-8604

### **Lessee**

Terri L. Fitzpatrick, Director  
Real Estate Division  
Michigan Department of Technology, Management  
& Budget  
530 West Allegan Street  
Lansing MI 48933

### **CC to Department of Human Services**

Brian Hengesbach, Facilities Director  
Department of Human Services  
Grand Tower  
235 South Grand, Suite 120  
Lansing, MI 48933

The notice shall be deemed effective as of Noon, Eastern Time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12.3 - This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

12.4 - This Lease shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 et seq. (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature.

12.5 - This Sub-Lease supersedes and cancels a Rental Agreement between Lessor and Lessee, which was approved by the Real Estate Division Director on April 26, 2010, between **MIG Investments, LLC**, as Sub-Lessor, and the State of Michigan, Department of Human Services, as Sub-Lessee, for premises located at 4100 W. Pierson Road, Mt Morris Township, Michigan 48534, consisting of **41,600 usable** square feet of space, which is a part of the Leased premises herein described, which said Lease shall be null and void when this Lease becomes effective.

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4.

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

### **ARTICLE XIII - EXCLUSIVE RIGHT TO OPTION AND ACQUIRE**

**13.1 - The Lessor, being possessed of marketable title hereby grants the Lessee the exclusive right and option to acquire the Leased Premises and all rights, title and interest presently held and subsequently acquired therein by the Lessor under the terms as set forth in paragraph 13.2.**

**13.2 - The following governs the terms of the option to acquire, the Lessee's exercise of the option to acquire and the Lessor's obligation to transfer title to the Leased premises, without limitation.**

**(a) In consideration for the Lessee remaining in Possession of the Leased premises for the full thirty (30) years of the Lease term, the Lessee may acquire fee title to the Leased premises and all rights, title and interest presently held and subsequently acquired therein by the Lessor for one dollar (\$1.00) at the end of the Lease term. The Lessee may exercise its option to acquire fee title by providing the Lessor written notice at least one hundred eighty (180) days before expiration of the Lease.**

**(b) The Lessee shall also have the option anytime after ten (10) years after Substantial Completion and Possession by the Lessee and after issuance of the Bonds to prepay rent from any legally available source of monies for the purpose of acquiring fee title to the Leased premises. The amount of prepaid rent necessary to acquire fee title is equal to the "Pay Off Balance" set forth in Enclosure "H" and payment of the remaining obligation under the payment in lieu of taxes set**

forth under paragraph 5.8. The Lessee shall exercise this option to acquire by giving the Lessor sixty (60) days written notice of its intent to exercise its option to acquire the property by paying the "Pay Off Balance", the Lessor is obligated to give notice of its intention to redeem or defease the Bonds. Any such rent prepayment by the Lessee and redemption or defeasance of the Bonds by the Lessor shall be accomplished in the manner and at such times as provided under the terms of the Bonds. Upon payment of the "Pay Off Balance" by the Lessee and redemption or defeasance of the Bonds by the Lessor, the Lessor shall immediately transfer title to the Lessee pursuant to this Article.

(c) In the event the Bonds are not issued, the Lessee shall also have the option, any time after ten (10) years after Substantial Completion and possession by the Lessee to purchase the Leased Premises. Exercise of the option shall be by written notice to purchase and shall be made by the Lessee in accordance with paragraph 12.1.

The total purchase price shall be the fair market value of the Leased Premises. Fair market value shall be determined with a market appraisal, by the income method, by an independent fee appraiser, who is licensed by the State of Michigan as a State Certified Real Estate Appraiser, under the authority of 1980 PA 299 as amended, MCL 339.101 et seq. (Occupational Code).

(d) The Lessee shall contract and pay for an independent fee appraisal to determine fair market value. However, if the Lessor does not agree with the fair market value established by the Lessee's appraisal, the Lessor shall, at the Lessor's sole expense, contract for a second fair market value appraisal by an independent fee appraiser who is licensed by the State of Michigan as a State Certified Real Estate Appraiser, under the authority of 1980 PA 299, as amended, MCL 339.101 et seq (Occupation Code). The Lessee and the Lessor shall promptly notify each other of the estimated time to obtain an appraisal. The Lessee and the Lessor shall promptly submit their respective appraisals to each other, but in no event later than thirty (30) days after receipt of the appraisal. If there is a difference between the first and second appraisal of ten percent (10%) or less, the Lessee and the Lessor shall split the difference in value. If there is a difference between the first and second appraisals of more than ten percent (10%), the Lessee shall contract for a review appraisal of the first and second appraisals. The review appraisal determination shall be binding upon the Lessee and the Lessor. The cost of the review appraisal shall be split equally by the Lessee and the Lessor.

13.3 (a) If the Lessee exercises its option to acquire the Leased premises pursuant to paragraph 13.1, the Lessor shall, within ten (10) days after receiving written notice of the Lessee's intent to exercise its option, furnish and deliver to the Lessee a commitment for title insurance in an amount at least equal to twice the amount of the Lessee Equalized Value, the "SEV," in the year the option is exercised. The commitment for title insurance must evidence good and marketable title in fee simple absolute to the Leased premises, without limitation to be vested in the Lessee, and shall be conditioned only upon delivery of a sufficient warranty deed from the Lessor to the Lessee. The Lessor must take all actions required by

such commitment for the title insurance to remove all exceptions to coverage for liens, mortgages, and all other encumbrances prior to closing.

(b) If objection to the title is made, based upon a written opinion of the Lessee's attorney that the title is not in the condition as required for performance, the Lessor shall have thirty (30) days from the date it is notified in writing of the particular defects claimed to remedy the title to the satisfaction of the Lessee's attorney. The Lessor shall cooperate with the Lessee and shall remove any and all title defects so identified at Lessor's sole cost.

(c) In the event that examination of the title by the Lessee's attorney discloses any easements or restrictions on use of the Leased premises which would prevent the Lessee from using the Leased premises for the purposes for which it is to be acquired, the Lessor shall remove any and all such restrictions at its sole cost.

(d) If the Leased premises are not free and clear of and from all defects, liens and encumbrances, the Lessor shall remove all defects, liens and encumbrances on or before the date that the warranty deed is to be delivered. The title commitment shall demonstrate there are no unpaid delinquent taxes assessed against the Leased premises in question or against the Lessor if such unpaid taxes could constitute a lien on Leased premises. The Lessor agrees to indemnify and hold harmless the Lessee from all costs the Lessee incurs related to any such contractual obligations between Lessor and a local unit of government affecting the Leased premises and to discharge any such obligation.

(e) Transfer of title to the Leased premises shall be affected by warranty deed conveying a good and marketable title in fee simple absolute in the form as attached as Enclosure I. The title is to be free and clear from all liens and encumbrances. The warranty deed shall be delivered to the Lessee upon payment of one dollar (\$1.00).

(f) If the Lessee exercises the option to acquire under paragraph 13.1, the Lessor shall deliver Possession of the Leased premises in vacant condition (except for Lessee) and free of all possessory interests (except this Lease), including tenancies, licenses, and others lawfully or unlawfully upon the Leased premises, in as good condition as was on the date of Possession, reasonable wear and tear excepted, upon execution and delivery of the warranty deed. Warranties for structural systems, materials, and equipment received by the Lessor, whether expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, shall be assigned to the Lessee by the Lessor upon delivery of Possession to the Lessee.

(g) The Lessor acknowledges responsibility for paying Lessee and local real estate transfer taxes. Such obligation shall be discharged no later than the time of delivery of the warranty deed to the Lessee. The warranty deed shall be delivered to the Lessee either with stamps affixed or accompanied by a check(s)

payable to the County Register of Deeds in the amount of such taxes.

(h) The Lessor shall be responsible for paying the cost of recording discharges of mortgages, documents terminating liens, quit-claim deeds, or other documents required by law or requested by the Lessee's attorney to clear the defects in the title. The Lessee shall be responsible for paying the costs of recording the warranty deed delivered by the Lessor.

(i) Real property taxes shall be prorated as provided in 1893 PA 206, as amended, MCL 211.2 et seq. (General Property Tax Act), subject to adjustment for Lessor's pro rated share of the taxes from January 1 of the year of the closing to the date of closing. The Lessor shall further be responsible for any other real property taxes which become a lien upon the Leased premises in any year prior to the calendar year in which title passes to the Lessee. Should any special assessments be made against the Leased premises, the Lessor shall be responsible for the payment of all assessments or installments of assessments which become due before the day title passes to the Lessee.

(j) The Lessor agrees that at all times it will not do, or allow others to do, any act by which the value or title to the Leased premises may be diminished or encumbered, including but not limited to selling or assigning the right to explore or develop gas, oil, or mineral rights. The Lessor further covenants and binds itself, its successors, and assigns to carry out the terms of this option.

(k) If the Lessee exercises the option to acquire under paragraph 13.1, the Lessee may, in its sole discretion, require the Lessor to undertake an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemption and defenses available in Sections 20126 (1)(c) and 20126 (3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), that the Leased premises, and the property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria that applies to a non-liaible owner, in compliance with part 201 of NREPA and CERCLA.

(l) If the Lessee exercises its option to acquire the Leased premises pursuant to paragraph 13.1 and 13.2 and the Lessor fails to tender a warranty deed pursuant to the provisions of this paragraph 13.3, the Lessor shall reimburse the Lessee for all costs and fees (including attorney fees, witness fees, taxable costs and all costs incurred in litigation) incurred by the Lessee to enforce its option to acquire the Leased premises.

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Enclosure "A" - 2 pages, floor plan(s)/site plan

Enclosure "B" - 1 page, legal description

Enclosure "C" - 205 pages, SOM building standards and 41 pages for DHS building standards and 1 page Addendum to Enclosure "C"

Enclosure "C-1" - page(s), final detailed construction plans and specifications

Enclosure "D" - 1 page, estoppel

Enclosure "E" - 2 pages, Nondisturbance Agreement

Enclosure "F" - 5 pages, janitorial schedule

Enclosure "G" - Deleted, Not Applicable

**Enclosure "H" - 1 page, Principal Components and Interest Components (to be supplied)**

**Enclosure "I" - 2- pages, form of warranty deed (to be supplied)**

**Enclosure "J" - 2-pages, parking lot with description**

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor: MIG Investments, LLC

Eliya Boji Date: July 19, 2010  
Signature

Print Name: Eliya Boji  
Title: Member/Manager

Ronnie J. Boji Date: July 19, 2010  
Signature

Print Name: Ronni J. Boji  
Title: Member

State of Michigan, County of Ingham

The forgoing instrument was acknowledged before me on this 19 day of July,

2010, by Eliya Boji and Ronnie Boji  
Type or print name(s) of person(s) signing this document

the Members of MIG Investments LLC

a Michigan, corporation, on behalf of the corporation.

Caroline Hobbs, Notary Public in the County of Jackson

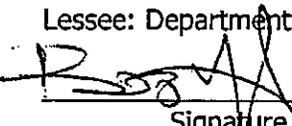
Acting in the County of Ingham, State of Michigan.

My commission expires 5-10-2011

CAROLINE HOBBS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF JACKSON  
MY COMMISSION EXPIRES May 10, 2011  
ACTING IN COUNTY OF Ingham

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Department of Human Services

 Date: 07/27/10  
Signature

Print Name: Brian J. Hengesbach  
Title: Director of Facilities DHS

State of Michigan, County of Ingham

The forgoing instrument was acknowledged before me on this 27 day of July, 2010, by BRIAN J. HENGESBACH the Director of Facilities  
Type or print name(s) of person(s) signing this document

for the Michigan Department of Human Services.

Diane Hillen David, Notary Public in the County of Ingham

Acting in the County of Ingham, State of Michigan.

My commission expires April 15, 2013

This Lease has been approved as to legal form by the Michigan Attorney General \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

Terr L Fitzpatrick Date: 7/29/10  
Signature

Terri L. Fitzpatrick  
Director, Real Estate Division  
Department of Technology, Management & Budget

Cindy L. Collins  
Notary Public, State of MI  
County of Ingham  
My Comm. Exp. April 18, 2011  
Acting in County of Ingham

State of Michigan, County of Ingham

The forgoing instrument was acknowledged before me on this 29<sup>th</sup> day of July, 2010, by Terri L. Fitzpatrick, Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget.

Cindy L. Collins, Notary Public in the County of Ingham.

Acting in the County of Ingham, State of Michigan.

My commission expires April 18, 2011.

**APPROVED**  
State Administrative Board

This Lease was approved by the Michigan State Administrative Board on

JUN 30 2010

Form Updated: 4-1-2010

Department of Technology,  
Item # Management & Budget  
19



**ADDENDUM TO LEASE**

between

**THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF FLINT**

A corporation organized under Act 338 of the Public Acts of Michigan 1974

and the

**STATE OF MICHIGAN**

**ADDENDUM #1**, to Lease No. 11428-2009, by and between MIG Investments, LLC, and subsequently assigned to The Economic Development Corporation of the City of Flint, as Lessor, whose address is City of Flint, City Hall, 1101 S. Saginaw Street, Flint, Michigan 48502 ("EDC"), and the State of Michigan by the Department of Technology, Management & Budget for the Department of Human Services, as Lessee, for property located at 4809 Clio Road, Flint, Michigan 48502.

The purpose of this Addendum is to decrease the annual and monthly rental rates; change the address of the premises; change ownership; revise and add definitions; modify the adjustment and EFT language; update the notification language; replace Enclosure "B" with Enclosure "B-1" and replace Enclosure "H" with Enclosure "H-1." All references in the Original Lease to Enclosure "B" will now be to Enclosure "B-1" and to Enclosure "H" now will be to Enclosure "H-1."

**Article I, Paragraph 1.17, of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

1.17 – Bonds: The bonds issued by the EDC in the principal amount not to exceed \$8,500,000.00 (Eight Million Five Hundred Thousand 00/100 dollars), the proceeds of which will be used to (a) acquire the Lease premises from the former Lessor, (b) fund a debt service and other reserve funds for the bonds, and (c) to pay the cost of issuance for the bonds.

**Article I, Paragraph 1.18, of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

1.18 – Trust Indenture: That certain Trust Indenture entered into by and between the EDC and the Trustee with respect to the bonds.

**Article I, Paragraph 1.19, of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

1.19 – Bond Issuer: The EDC.

**The following Article I, Paragraph 1.20, shall be added to this Lease:**

1.20 – EDC: The Economic Development Corporation of the City of Flint, a corporation organized and existing under and pursuant to the provisions of Act 338, Public Acts of Michigan 1974, as amended.

**The following Article I, Paragraph 1.21, shall be added to this Lease:**

1.21 – Trustee: U.S. Bank National Association, Lansing, Michigan

**Article II, Paragraph 2.2, of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

2.2 - The Leased premises, located on the property described in Enclosure "B-1" also known as 4809 Clio Road, in the City of Flint ; County of Genesee, State of Michigan.

**Article II, Paragraph 2.4, of this Lease, is modified and amended as follows with the text changes being underlined:**

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **thirty-year** initial term of possession beginning upon actual possession or at 12:01 a.m. on October 1, 2011, and ending at 11:59 p.m. on September 30, 2041, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5 and Article V shall also be changed accordingly.

**Article IV, Paragraph 4.11 (a), of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

**4.11-** Upon the request of the Lessor, Lessee represents and covenants as follows:

a) Lessee, through an authorized officer, will cause an appropriate official of the State to enter into a continuing disclosure undertaking **acceptable to the Lessee in its sole discretion and** in such form that will permit the Bonds to be publicly offered and which will comply with the requirements of paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

**Article IV, Paragraph 4.11 of this Lease, is modified and amended as follows with the following text changes being added:**

4.11(d) – The Lessee, through an Authorized Officer, will cause an appropriate official of the State to complete, execute and provide to Lessor, IRS form 8038-G (Information Return or Tax-Exempt Government Obligations) to file with the Internal Revenue Service with respect to the issuance of the Bonds.

4.11(e) – The Lessee, through an Authorized Officer, will execute a tax certificate (the "Tax Certificate") in a form that shall permit nationally recognized bond counsel to render an opinion that the interest component of the Bonds is excluded from gross income for

federal income tax purposes, and the representations made in the Tax Certificate by the Lessee, shall be made for the benefit of the holders of the Bonds.

**Article V, Paragraph 5.3 of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2011, through 11:59 p.m. September 30, 2012, at the rate of Zero dollars (\$0.00) per year, except as provided below.

The Lessee shall pay to the Lessor on October 1, 2012 as "Additional Rent" consideration for the Leased premises from 12:01 a.m. September 14, 2011, through 11:59 p.m. September 30, 2011, at the rate of One Thousand Seven Hundred One dollars and 90/100 (\$1,701.90) per day for a total amount of Twenty-Eight Thousand Nine Hundred Thirty-Two dollars and 30/100 (\$28,932.30).

The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2012, through 11:59 p.m. September 30, 2021, at the rate of not to exceed Five Hundred Eighty Nine Thousand One Hundred Forty Three Dollars (\$589,143.00) per year, payable in installments of Forty-Nine Thousand Ninety Five Dollars and 25/100 Dollars (\$49,095.25) per month.

**Article V, Paragraph 5.3(a) of the Lease is deleted in its entirety with the following text being inserted in lieu thereof:**

5.3(a) - After the bonds are issued, the rent payments under this Lease shall consist of the principal components and the interest components not to exceed that which are set forth in Enclosure "H-1" and when paid will be disbursed by the Trustee under the Trust Indenture to pay the principal components and interest components provided in Enclosure "H-1", provided, however, that only the capitalized interest account established by the Trust Indenture may be used to pay (1) any amounts due on the Bonds before September 30, 2012 and (2) rent due after Possession when the Leased premises is not available for Possession or use by the Lessee including any period when rent has not been appropriated. Upon Substantial Completion and Possession, which is currently scheduled to occur by October 1, 2011, the Lessee will commence to pay rent from State appropriations as provided in Article V. The Lessor agrees to provide a final Enclosure "H-1" after the pricing of the bonds and before execution of this Addendum. The Lessor agrees that the Trust Indenture must state that any interest earned on the accounts associated with the Bonds is to accrue to the benefit of the Lessee and be used to pay down debt service and thereby reduce Lessee's total rental payments over the life of the bonds. Any monies available in excess of debt service requirements in the accounts associated with the bonds are to accrue to the benefit of the Lessee and be used to pay down debt service and thereby reduce Lessee's total rental payments over the life of the bonds. The rent under the Lease is scheduled to continue until September 30, 2041, however, in the event that the Bonds are paid down prior to this date, the Lessor shall notify the Lessee and Lessee shall have the right to exercise its option to acquire title pursuant to 13.2(a).

**Article V, Paragraph 5.3(b) of this Lease, is modified and amended as follows with the text changes being underlined:**

5.3(b) – Rent payments under this Lease (exclusive of additional rent payments under paragraph 5.6) shall consist of payments to be made pursuant to paragraphs 5.3, 5.4, 5.4

(a), 5.4 (b), 5.4 (c), and 5.4(d). Holders of Bonds are not third party beneficiaries of this Lease. Holders of Bonds shall have no right to enforce any provision of this Lease, but the Lessor's Mortgagee may enforce any payments obligation of the Lessee under paragraph 10.4. All payments of rent consideration under this Article V are free and clear of any setoffs under the Lease except for the abatement of rent consideration for the period during which the Leased premises is rendered untenable or incapable of the use for which the Leased premises was leased as provided in paragraph 5.17. The rental payments shall be paid by electronic funds transfer, pursuant to Article 12.8 herein and shall be used pursuant to the Trust Indenture to make payments of the principal of, and interest on, the Bonds.

**Article V, Paragraph 5.4 of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

5.4 – The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2021, through 11:59 p.m. September 30, 2026, at the rate of Six Hundred Nine Thousand Five Hundred Seven and 00/100 dollars (\$609,507.00) per year, payable in installments of Fifty Thousand Seven Hundred Ninety Two and 25/100 dollars (\$50,792.25) per month.

5.4(a) – The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2026, through 11:59 p.m. September 30, 2027, at the rate of Six Hundred Twenty Nine Thousand Eight Hundred Seventy One and 00/100 dollars (\$629,871.00) per year, payable in installments of Fifty Two Thousand Four Hundred Eighty Nine and 25/100 (\$52,489.25) per month.

5.4(b) – The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2027, through 11:59 p.m. September 30, 2031, at the rate of Six Hundred Sixty One Thousand Nine Hundred Twenty and 00/100 dollars (\$661,920.00) per year, payable in installments of Fifty Five Thousand One Hundred Sixty and 00/100 dollars (\$55,160.00) per month.

5.4(c) – The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2031, through 11:59 p.m. September 30, 2036, at the rate of Six Hundred Eighty Two Thousand Two Hundred Eighty Four and 00/100 dollars (\$682,284.00) per year, payable in installments of Fifty Six Thousand Eight Hundred Fifty Seven and 00/100 dollars (\$56,857.00) per month.

5.4(d) – The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2036, through 11:59 p.m. September 30, 2041, at the rate of Seven Hundred Two Thousand Six Hundred Sixty and 00/100 dollars (\$702,660.00) per year, payable in installments of Fifty Eight Thousand Five Hundred Fifty Five and 00/100 dollars (\$58,555.00) per month.

5.4 (e) – Notwithstanding the provisions of 5.3, 5.4, and 5.4(a)-(d), annual rent may be reduced after pricing bonds and before execution of this Addendum.

**Article V, Paragraph 5.7 of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

5.7 – The Lessee shall adjust one (1) time per calendar year the additional rental consideration paid in paragraph 5.6 for increases or decreases as substantiated pursuant

to paragraph 5.11 to reflect the actual cost of such obligations. The Lessor shall submit supporting documents for the previous calendar year obligations by June 15, of the subsequent year including the substantiation of Lessor's property management fee to meet generally accepted business practices. The adjustment shall be due to the Lessor or the Lessee in a lump sum within sixty (60) days after the Lessor submits all supporting documents to the Lessee.

**Article V, Paragraph 5.15 of this Lease, is modified and amended as follows with the text changes being underlined:**

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee, three (3) business days after providing the Lessor with written notice of the Lessor's failure to provide the maintenance, remodeling or construction, may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future additional rent consideration payments described in Paragraph 5.6 due the Lessor.

**Article XII, Paragraph 12.1, of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:**

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

Lessor	Lessee
President	Deborah M. Roberts
Economic Development Corporation of the City of Flint	Interim Director, Real Estate Division Department of Technology, Management & Budget
1101 S. Saginaw Street Flint, MI 48502	Mason Building, 1 <sup>st</sup> Floor 530 West Allegan Street Lansing, MI. 48933
Telephone: 810-766-7346	
E-mail:	P.O. Box 30026
Fax:	Lansing, MI 48909
	Copy to: Department of Human Services
	Attn: Kurt Warner
	Grand Tower, Suite 1210
	235 S. Grand Avenue
	Lansing, MI 48933

The notice shall be deemed effective as of Noon, Eastern Time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

**Article XII, Paragraph 12.8 of this Lease, is modified and amended as follows with the text changes being underlined:**

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

Pursuant to such EFT registration the Lessor may designate the Trustee to receive the rent consideration described in Paragraphs 5.3, 5.4, 5.4(a), 5.4(b), 5.4(c) and 5.4(d), all additional rent consideration described in Paragraph 5.6 and all payments in lieu of taxes described in Paragraph 5.8 of the Lease.

This Lease Addendum shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 *et seq.* (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature. The effective date of this Lease Addendum is the date that the last State Governmental approval is obtained as set forth on the signature page.

Except as herein provided, all other provisions of the original Lease, apply to this Addendum.

.....  
**Enclosure "B" and Enclosure "H", of this Lease, are deleted in their entirety with the following being inserted in lieu thereof:**

Enclosure "B-1" – 3 pages, Legal Description

Enclosure "H-1" - 8 pages, Allocation of Rent Payments to Principal and Interest on the Bonds, and the Retained Obligation Fee (schedule will be included when it is completed upon the sale of the tax exempt bonds)

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor: The Economic Development Corporation of the City of Flint

[Signature] Date: 12/20/2011  
Signature

Print Name: Dayne Walling  
Title: President

State of Michigan, County of Ingham

The foregoing instrument was acknowledged before me on this 20th day of December, 2011,

by Dayne Walling  
Type or print name(s) of person(s) signing this document

the President for The Economic Development Corporation of the City of Flint.

[Signature], Notary Public in the County of Ingham

Acting in the County of Ingham, State of Michigan.

My commission expires 9-20-13

PHYLLIS JEAN DAHL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires Sept. 20, 2013  
Acting in the County of Ingham

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Department of Human Services

[Signature] Date: December 17, 2011  
Signature

Print Name: Duane E. Berger  
Title: Chief Dep. Director

State of Michigan, County of Ingham

The foregoing instrument was acknowledged before me on this 17th day of Dec., 2011

by Duane E. Berger  
Type or print name(s) of person(s) signing this document

the Chief Dep. Director, for the Michigan Department of Human Services.

[Signature], Notary Public in the County of Ingham  
Kristine Anne Manion

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires 09-01-2015

KRISTINE ANNE MANION  
Notary Public, State of Michigan  
County of Ingham  
My Commission Expires Sep. 01, 2015  
Acting in the County of \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: **Department of Technology, Management and Budget**

Deborah M. Roberts Date: 12/15/11  
Signature

Deborah M. Roberts  
Interim Director, Real Estate Division  
Department of Technology, Management & Budget

ALICIA L. PLAUNT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF INGHAM  
MY COMMISSION EXPIRES Jul 30, 2013  
ACTING IN COUNTY OF Ingham

State of Michigan, County of Ingham

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of December, 2011; by Deborah M. Roberts, Interim Director of the Real Estate Division of the Michigan Department of Technology, Management and Budget.

Alicia L. Plaut, Notary Public in the County of Ingham

Acting in the County of Ingham, State of Michigan.

My commission expires 7/30/2013.

The Michigan Attorney General has approved this Addendum as to legal form Yes

This Addendum was approved by the Michigan State Administrative Board on

**APPROVED**  
**State Administrative Board**

Item # 8

19,559,159.4\146389-00001

**DEC 06 2011**

**Department of Technology,  
Management & Budget**

201011040075578 11/04/2010  
P:1 of 2 F:\$17.00 1:04PM  
Rosalyn Bogardus T20100026663  
Genesee County Register ENV

GEN. CO. REGISTER OF DEEDS  
RECEIVED

2010 OCT -4 A 10:26

2010 OCT 29 P 2:09  
GEN. CO. REGISTER OF DEEDS  
RECEIVED  
Return 11-3-10

**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS: That: Hallwood Plaza, Inc., a Michigan corporation  
the address of which is: 20411 W 12 Mile Road, Ste. 201, Southfield, MI 48076  
convey(s) and warrant(s) to: MIG Investments, LLC, a Michigan limited liability company  
whose street number and post office address is: 124 W. Allegan  
Suite 2100, Lansing, MI 48933  
the following described premises situated in the City of Flint, County of Genesee, State of Michigan, to wit:  
SEE EXHIBIT A

also known as Property Address: Clio Road, Flint, MI  
TAX ID #: PART OF 46-34-226-007

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise  
appertaining, for the sum of Five Hundred Fifty Thousand and 00/100 Dollars, (\*\*\$550,000.00\*\*) Dollars

Subject to existing building and use restrictions, easements of record, and zoning ordinances, if any

Dated this 18<sup>th</sup> day of August, 2010

Signed by:

Hallwood Plaza, Inc.

*George Kashat*  
By: George Kashat, President

*me 10-20-10*  
I hereby certify, based upon the records in my office,  
that there are no tax liens or titles held by the state, or  
by any individual, against the within description, and  
that all taxes due thereon have been paid for the 5  
years next preceding the date of this instrument.

*QDO Mahanna*  
CHIEF DEPUTY TREASURER

State of: Michigan )  
County of: OKLAHOMA ) SS.

The foregoing instrument was acknowledged before me on 18<sup>th</sup> day of August, 2010 by Hallwood Plaza, Inc: by  
George Kashat, President

RICHARD HICKS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires Mar. 26, 2014  
Acting in the County of OKLAHOMA

*Richard Hicks*  
Notary Public: \_\_\_\_\_  
Notary County: \_\_\_\_\_, State: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Acting In: \_\_\_\_\_

When Recorded return to:  
MIG Investments, LLC  
124 W. Allegan, Ste 2100  
Lansing, MI 48933

Send Subsequent Tax Bills To:  
Grantee

Drafted by:  
George Kashat  
20411 W 12 Mile Road, Ste. 201  
Southfield, MI 48076

MICHIGAN REAL ESTATE TRANSFER TAX  
DEPT OF TAXATION - GENESSEE COUNTY  
10/20/2010  
Stmp# 49041 County \$ 605.00  
Rcpt# 50781 State \$ 4,125.00

*midstate The  
1550 Water rue Pl.  
Ste 200  
EAST Lansing,  
mi  
48823  
17*

Parcel # 46-34-226-007  
I hereby certify that all taxes and/or tax liens payable  
to the City Treasurer have ~~not~~ been paid. This  
does not include water bills. This certification is for  
recording purposes and does not relieve the taxpayer  
of the responsibility for payment of any lien(s) not  
collected due to clerical error.  
*Douglas Bingham* *ans 9/2/10*  
City Treasurer Ck Date

ENCLOSURE "B-1", 3 PAGES, TO ADDENDUM #1  
TO LEASE #11426-2009 BY AND BETWEEN  
THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF FLINT  
AND THE STATE OF MICHIGAN  
FOR THE DEPARTMENT OF HUMAN SERVICES  
LOCATED AT 4809 CLI ROAD, FLINT, MICHIGAN  
CONSISTING OF 40,734 SQ.FT. OF OFFICE SPACE

*46-34-226-005*

EXHIBIT "A"

Land situated in the City of Flint, County of Genesee, State of Michigan

A parcel of land in the Northeast 1/4 of Section 34, Town 8 North, Range 6 East, City of Flint, Genesee County, Michigan, described as: Commencing at the Northeast corner of said Section 34; thence South 00°09'30" East 200.00 feet along the East line of said Section 34; thence South 04°29'30" East 1104.49 feet along the centerline of Clio Road; thence North 89°20'18" West 301.16 feet along the North line of Michael Hamady Village Subdivision as recorded in Liber 28, Page 21, Genesee County Records to the point of beginning; thence continuing North 89°20'18" West 352.66 feet along said North line to the Northwest corner of said Michael Hamady Village Subdivision; thence continuing North 89°20'18" West 579.45 feet; thence North 00°10'34" West 171.57 feet; thence North 86°03'19" East 915.33 feet; thence South 04°31'37" East 246.07 feet to the point of beginning.

TWP.	SEC.	BLOCK	PARCEL	OR.
25	46	34	226	007
REAL ESTATE INDEX NUMBER				

*JW*

Commonly Known as: Clio Road, Flint



**MIG Investments, LLC (State Lease #11428-2009) - Enclosure H-1**  
**FIXED Rate Bonds :: 15 Year Rent Reduction | 5.165778% Arbitrage Yield | 6.095187% All-In TIC**  
**Bonds Dated: December 21, 2011 | First Lease Payment: January 1, 2012**

Purchase Price: \$ 7,070,000

Last Lease Pymt: 9/1/2041 Reduced Rent: October 1, 2012 through September 1, 2027, inclusive

FINAL NUMBERS | Balrd Analysis: 12/15/11 | 1:05 pm

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
						Bond Fund   Bond Service Account		Project Maintenance Fund   General :: Repair and Replacment :: Management ::									
						Debt Service Rental		Retained Obligation									
	Date	Rental (29 bps Adjustment)	Scheduled Prindpal	Scheduled Interest	Scheduled Principal & Interest	Principal Component	Interest Component	On-Going Fees (EDC, Trustee, and Lessor Insurance)	On-Going Fees Component	Carpet / Ceiling	Mgmt Fee (Fixed Monthly Amount)	Balance BEFORE Accrued Retained Obligation Fee	Monthly Retained Obligation Fee	Semi-Annual Amount of Retained Obligation Fee	Balance AFTER Paying SEMI-ANNUAL Retained Obligation Fee		
0	12/21/11																
1	01/01/12																
2	02/01/12																
3	03/01/12																
4	04/01/12			Capitalized	115,395.83												
5	05/01/12																
6	06/01/12																
7	07/01/12																
8	08/01/12																
9	09/01/12																
10	10/01/12	78,027.55	Capitalized		207,712.50	11,250.00	34,619.00	6,800.00	567.00	1,158.00	2,000.00	28,433.55	1,325.00	1,325.00	20,308.55		
11	11/01/12	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	26,609.80	1,325.00		19,809.80		
12	12/01/12	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	24,786.05	1,325.00		19,311.05		
13	01/01/13	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	22,962.30	1,325.00		18,812.30		
14	02/01/13	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	21,138.55	1,325.00		18,313.55		
15	03/01/13	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	19,314.80	1,325.00		17,814.80		
16	04/01/13	49,095.25		207,712.50	207,712.50	11,250.00	34,619.00		567.00	1,158.00	2,000.00	17,491.05	1,325.00	7,950.00	9,366.05		
17	05/01/13	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	15,667.30	1,325.00		8,867.30		
18	06/01/13	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	13,843.55	1,325.00		8,368.55		
19	07/01/13	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	12,019.80	1,325.00		7,869.80		
20	08/01/13	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	10,196.05	1,325.00		7,371.05		
21	09/01/13	49,095.25				11,250.00	34,619.00		567.00	1,158.00	2,000.00	8,372.30	1,325.00		6,872.30		
22	10/01/13	49,095.25	135,000.00	207,712.50	342,712.50	9,167.00	34,394.00	6,800.00	567.00	1,158.00	2,000.00	8,856.55	1,325.00	7,950.00	731.55		
23	11/01/13	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	9,340.80	1,425.00		2,540.80		
24	12/01/13	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	9,725.05	1,425.00		4,350.05		
25	01/01/14	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	10,109.30	1,425.00		6,159.30		
26	02/01/14	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	10,493.55	1,425.00		7,968.55		
27	03/01/14	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	10,877.80	1,425.00		9,777.80		
28	04/01/14	49,095.25		206,362.50	206,362.50	9,167.00	34,394.00		567.00	1,158.00	2,000.00	11,262.05	1,425.00	8,550.00	3,037.05		
29	05/01/14	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	11,646.30	1,425.00		4,846.30		
30	06/01/14	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	12,030.55	1,425.00		6,655.55		
31	07/01/14	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	12,414.80	1,425.00		8,464.80		
32	08/01/14	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	12,799.05	1,425.00		10,274.05		
33	09/01/14	49,095.25				9,167.00	34,394.00		567.00	1,158.00	2,000.00	13,183.30	1,425.00		12,083.30		
34	10/01/14	49,095.25	110,000.00	206,362.50	316,362.50	9,584.00	34,119.00	6,800.00	567.00	1,158.00	2,000.00	13,425.55	1,425.00	8,550.00	5,200.55		
35	11/01/14	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	13,667.80	1,550.00		6,867.80		
36	12/01/14	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	13,785.05	1,550.00		8,535.05		
37	01/01/15	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	13,902.30	1,550.00		10,202.30		
38	02/01/15	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	14,019.55	1,550.00		11,869.55		
39	03/01/15	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	14,136.80	1,550.00		13,536.80		
40	04/01/15	49,095.25		204,712.50	204,712.50	9,584.00	34,119.00		567.00	1,158.00	2,000.00	14,254.05	1,550.00	9,300.00	5,904.05		
41	05/01/15	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	14,371.30	1,550.00		7,571.30		
42	06/01/15	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	14,488.55	1,550.00		9,238.55		
43	07/01/15	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	14,605.80	1,550.00		10,905.80		
44	08/01/15	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	14,723.05	1,550.00		12,573.05		
45	09/01/15	49,095.25				9,584.00	34,119.00		567.00	1,158.00	2,000.00	14,840.30	1,550.00		14,240.30		
46	10/01/15	49,095.25	115,000.00	204,712.50	319,712.50	9,584.00	33,832.00	6,800.00	567.00	1,158.00	2,000.00	15,244.55	1,550.00	9,300.00	6,894.55		

MIG Investments, LLC (State Lease #11428-2009) - Enclosure H-1  
 FIXED Rate Bonds :: 15 Year Rent Reduction | 5.165778% Arbitrage Yield | 6.095187% All-In TIC  
 Bonds Dated: December 21, 2011 | First Lease Payment: January 1, 2012

Purchase Price: \$ 7,070,000

Last Lease Pymt: 9/1/2041 Reduced Rent: October 1, 2012 through September 1, 2027, inclusive  
 FINAL NUMBERS | Baird Analysis: 12/15/11 | 1:05 pm

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
						Bond Fund   Bond Service Account		Project Maintenance Fund   General :: Repair and Replacment :: Management ::									
						Debt Service Rental		Retained Obligation									
								On-Going Fees (EDC, Trustee, and Lessor Insurance)	On-Going Fees Component	Carpet / Ceiling	Mgmt Fee (Fixed Monthly Amount)	Balance BEFORE Accrued Retained Obligation Fee	Monthly Retained Obligation Fee	Semi-Annual Amount of Retained Obligation Fee	Balance AFTER Paying SEMI-ANNUAL Retained Obligation Fee		
	Date	Rental (29 bps Adjustment)	Scheduled Principal	Scheduled Interest	Scheduled Principal & Interest	Principal Component	Interest Component										
47	11/01/15	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	15,648.80	1,625.00		8,848.80		
48	12/01/15	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	15,978.05	1,625.00		10,803.05		
49	01/01/16	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	16,307.30	1,625.00		12,757.30		
50	02/01/16	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	16,636.55	1,625.00		14,711.55		
51	03/01/16	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	16,965.80	1,625.00		16,665.80		
52	04/01/16	49,095.25		202,987.50	202,987.50	9,584.00	33,832.00		567.00	1,158.00	2,000.00	17,295.05	1,625.00	9,750.00	8,870.05		
53	05/01/16	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	17,624.30	1,625.00		10,824.30		
54	06/01/16	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	17,953.55	1,625.00		12,778.55		
55	07/01/16	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	18,282.80	1,625.00		14,732.80		
56	08/01/16	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	18,612.05	1,625.00		16,687.05		
57	09/01/16	49,095.25				9,584.00	33,832.00		567.00	1,158.00	2,000.00	18,941.30	1,625.00		18,641.30		
58	10/01/16	49,095.25	115,000.00	202,987.50	317,987.50	10,000.00	33,544.00	6,800.00	567.00	1,158.00	2,000.00	19,270.55	1,625.00	9,750.00	10,717.55		
59	11/01/16	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	19,600.80	1,625.00		12,543.80		
60	12/01/16	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	19,930.05	1,625.00		14,370.05		
61	01/01/17	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	20,260.30	1,625.00		16,196.30		
62	02/01/17	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	20,590.55	1,625.00		18,022.55		
63	03/01/17	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	20,920.80	1,625.00		19,848.80		
64	04/01/17	49,095.25		201,262.50	201,262.50	10,000.00	33,544.00		567.00	1,158.00	2,000.00	21,251.05	1,625.00	9,750.00	11,925.05		
65	05/01/17	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	21,581.30	1,625.00		13,751.30		
66	06/01/17	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	21,911.55	1,625.00		15,577.55		
67	07/01/17	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	22,241.80	1,625.00		17,403.80		
68	08/01/17	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	22,572.05	1,625.00		19,230.05		
69	09/01/17	49,095.25				10,000.00	33,544.00		567.00	1,158.00	2,000.00	22,902.30	1,625.00		21,056.30		
70	10/01/17	49,095.25	120,000.00	201,262.50	321,262.50	10,417.00	33,144.00	6,800.00	567.00	1,158.00	2,000.00	23,232.55	1,625.00	9,750.00	13,115.55		
71	11/01/17	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	23,562.80	1,625.00		14,924.80		
72	12/01/17	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	23,893.05	1,625.00		16,734.05		
73	01/01/18	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	24,223.30	1,625.00		18,543.30		
74	02/01/18	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	24,553.55	1,625.00		20,352.55		
75	03/01/18	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	24,883.80	1,625.00		22,161.80		
76	04/01/18	49,095.25		198,862.50	198,862.50	10,417.00	33,144.00		567.00	1,158.00	2,000.00	25,214.05	1,625.00	9,750.00	14,221.05		
77	05/01/18	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	25,544.30	1,625.00		16,030.30		
78	06/01/18	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	25,874.55	1,625.00		17,839.55		
79	07/01/18	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	26,204.80	1,625.00		19,648.80		
80	08/01/18	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	26,535.05	1,625.00		21,458.05		
81	09/01/18	49,095.25				10,417.00	33,144.00		567.00	1,158.00	2,000.00	26,865.30	1,625.00		23,267.30		
82	10/01/18	49,095.25	125,000.00	198,862.50	323,862.50	10,834.00	32,728.00	6,800.00	567.00	1,158.00	2,000.00	27,195.55	1,625.00	9,750.00	15,325.55		
83	11/01/18	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	27,525.80	1,625.00		17,133.80		
84	12/01/18	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	27,856.05	1,625.00		18,943.05		
85	01/01/19	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	28,186.30	1,625.00		20,752.30		
86	02/01/19	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	28,516.55	1,625.00		22,561.55		
87	03/01/19	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	28,846.80	1,625.00		24,370.80		
88	04/01/19	49,095.25		196,362.50	196,362.50	10,834.00	32,728.00		567.00	1,158.00	2,000.00	29,177.05	1,625.00	9,750.00	16,425.05		
89	05/01/19	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	29,507.30	1,625.00		18,234.30		
90	06/01/19	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	29,837.55	1,625.00		20,043.55		
91	07/01/19	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	30,167.80	1,625.00		21,852.80		
92	08/01/19	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	30,498.05	1,625.00		23,662.05		
93	09/01/19	49,095.25				10,834.00	32,728.00		567.00	1,158.00	2,000.00	30,828.30	1,625.00		25,471.30		
94	10/01/19	49,095.25	130,000.00	196,362.50	326,362.50	11,250.00	32,186.00	6,800.00	567.00	1,158.00	2,000.00	31,158.55	1,625.00	9,750.00	17,650.55		

MIG Investments, LLC (State Lease #11428-2009) - Enclosure H-1  
 FIXED Rate Bonds :: 15 Year Rent Reduction | 5.165778% Arbitrage Yield | 6.095187% All-in TIC  
 Bonds Dated: December 21, 2011 | First Lease Payment: January 1, 2012

Purchase Price: \$ 7,070,000

Last Lease Pymt: 9/1/2041 Reduced Rent: October 1, 2012 through September 1, 2027, inclusive

FINAL NUMBERS | Baird Analysis: 12/15/11 | 1:05 pm

	A	B	C	D	E	F   G		H   I   J   K   L   M					N	O	
						Bond Fund   Bond Service Account		Project Maintenance Fund   General :: Repair and Replacment :: Management ::							Retained Obligation
						Debt Service Rental									
						Principal Component	Interest Component	On-Going Fees (EDC, Trustee, and Lessor Insurance)	On-Going Fees Component	Carpet / Ceiling	Mgmt Fee (Fixed Monthly Amount)	Balance BEFORE Accrued Retained Obligation Fee	Monthly Retained Obligation Fee	Semi-Annual Amount of Retained Obligation Fee	Balance AFTER Paying SEMI-ANNUAL Retained Obligation Fee
	Date	Rental (29 bps Adjustment)	Scheduled Principal	Scheduled Interest	Scheduled Principal & Interest										
95	11/01/19	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	26,384.80	1,625.00		19,584.80
96	12/01/19	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	26,694.05	1,625.00		21,519.05
97	01/01/20	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	27,003.30	1,625.00		23,459.30
98	02/01/20	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	27,312.55	1,625.00		25,387.55
99	03/01/20	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	27,621.80	1,625.00		27,321.80
100	04/01/20	49,095.25		193,112.50	193,112.50	11,250.00	32,186.00		567.00	1,158.00	2,000.00	27,931.05	1,625.00	9,750.00	19,506.05
101	05/01/20	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	28,240.30	1,625.00		21,440.30
102	06/01/20	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	28,549.55	1,625.00		23,374.55
103	07/01/20	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	28,858.80	1,625.00		25,308.80
104	08/01/20	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	29,168.05	1,625.00		27,243.05
105	09/01/20	49,095.25				11,250.00	32,186.00		567.00	1,158.00	2,000.00	29,477.30	1,625.00		29,177.30
106	10/01/20	49,095.25	135,000.00	193,112.50	328,112.50	12,084.00	31,623.00	6,800.00	567.00	1,158.00	2,000.00	29,515.55	1,625.00	9,750.00	21,090.55
107	11/01/20	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,553.80	1,625.00		22,753.80
108	12/01/20	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,592.05	1,625.00		24,417.05
109	01/01/21	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,630.30	1,625.00		26,080.30
110	02/01/21	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,668.55	1,625.00		27,743.55
111	03/01/21	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,706.80	1,625.00		29,406.80
112	04/01/21	49,095.25		189,737.50	189,737.50	12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,745.05	1,625.00	9,750.00	21,320.05
113	05/01/21	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,783.30	1,625.00		22,983.30
114	06/01/21	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,821.55	1,625.00		24,646.55
115	07/01/21	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,859.80	1,625.00		26,309.80
116	08/01/21	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,898.05	1,625.00		27,973.05
117	09/01/21	49,095.25				12,084.00	31,623.00		567.00	1,158.00	2,000.00	29,936.30	1,625.00		29,636.30
118	10/01/21	50,792.25	145,000.00	189,737.50	334,737.50	14,167.00	31,080.00	6,800.00	567.00	1,042.00	2,200.00	30,047.55	1,625.00	9,750.00	21,622.55
119	11/01/21	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	30,158.80	1,625.00		23,358.80
120	12/01/21	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	30,270.05	1,625.00		25,095.05
121	01/01/22	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	30,381.30	1,625.00		26,831.30
122	02/01/22	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	30,492.55	1,625.00		28,567.55
123	03/01/22	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	30,603.80	1,625.00		30,303.80
124	04/01/22	50,792.25		186,475.00	186,475.00	14,167.00	31,080.00		567.00	1,042.00	2,200.00	30,715.05	1,625.00	9,750.00	22,290.05
125	05/01/22	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	30,826.30	1,625.00		24,026.30
126	06/01/22	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	30,937.55	1,625.00		25,762.55
127	07/01/22	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	31,048.80	1,625.00		27,498.80
128	08/01/22	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	31,160.05	1,625.00		29,235.05
129	09/01/22	50,792.25				14,167.00	31,080.00		567.00	1,042.00	2,200.00	31,271.30	1,625.00		30,971.30
130	10/01/22	50,792.25	170,000.00	186,475.00	356,475.00	15,000.00	30,442.00	6,800.00	567.00	1,042.00	2,200.00	31,187.55	1,625.00	9,750.00	22,762.55
131	11/01/22	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	31,103.80	1,625.00		24,303.80
132	12/01/22	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	31,020.05	1,625.00		25,845.05
133	01/01/23	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,936.30	1,625.00		27,386.30
134	02/01/23	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,852.55	1,625.00		28,927.55
135	03/01/23	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,768.80	1,625.00		30,468.80
136	04/01/23	50,792.25		182,650.00	182,650.00	15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,685.05	1,625.00	9,750.00	22,260.05
137	05/01/23	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,601.30	1,625.00		23,801.30
138	06/01/23	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,517.55	1,625.00		25,342.55
139	07/01/23	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,433.80	1,625.00		26,883.80
140	08/01/23	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,350.05	1,625.00		28,425.05
141	09/01/23	50,792.25				15,000.00	30,442.00		567.00	1,042.00	2,200.00	30,266.30	1,625.00		29,966.30
142	10/01/23	50,792.25	180,000.00	182,650.00	362,650.00	15,417.00	29,767.00	6,800.00	567.00	1,042.00	2,200.00	30,440.55	1,625.00	9,750.00	22,015.55

**MIG Investments, LLC (State Lease #11428-2009) - Enclosure H-1**  
**FIXED Rate Bonds :: 15 Year Rent Reduction | 5.165778% Arbitrage Yield | 6.095187% All-In TIC**  
**Bonds Dated: December 21, 2011 | First Lease Payment: January 1, 2012**

Purchase Price: \$ 7,070,000

Last Lease Pymt: 9/1/2041 Reduced Rent: October 1, 2012 through September 1, 2027, inclusive

FINAL NUMBERS | Baird Analysis: 12/15/11 | 1:05 pm

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
						Bond Fund   Bond Service Account		Project Maintenance Fund   General :: Repair and Replacment :: Management :: Retained Obligation									
						Debt Service Rental											
	Date	Rental (29 bps Adjustment)	Scheduled Principal	Scheduled Interest	Scheduled Principal & Interest	Principal Component	Interest Component	On-Going Fees (EDC, Trustee, and Lessor Insurance)	On-Going Fees Component	Carpet / Ceiling	Mgmt Fee (Fixed Monthly Amount)	Balance BEFORE Accrued Retained Obligation Fee	Monthly Retained Obligation Fee	Semi-Annual Amount of Retained Obligation Fee	Balance AFTER Paying SEMI-ANNUAL Retained Obligation Fee		
143	11/01/23	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	30,614.80	1,625.00		23,814.80		
144	12/01/23	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	30,789.05	1,625.00		25,614.05		
145	01/01/24	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	30,963.30	1,625.00		27,413.30		
146	02/01/24	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	31,137.55	1,625.00		29,212.55		
147	03/01/24	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	31,311.80	1,625.00		31,011.80		
148	04/01/24	50,792.25		178,600.00	178,600.00	15,417.00	29,767.00		567.00	1,042.00	2,200.00	31,486.05	1,625.00	9,750.00	29,261.05		
149	05/01/24	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	31,660.30	1,625.00		24,860.30		
150	06/01/24	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	31,834.55	1,625.00		26,659.55		
151	07/01/24	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	32,008.80	1,625.00		28,458.80		
152	08/01/24	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	32,183.05	1,625.00		30,258.05		
153	09/01/24	50,792.25				15,417.00	29,767.00		567.00	1,042.00	2,200.00	32,357.30	1,625.00		32,057.30		
154	10/01/24	50,792.25	185,000.00	178,600.00	363,600.00	16,250.00	29,073.00	6,800.00	567.00	1,042.00	2,200.00	32,392.55	1,625.00	9,750.00	23,967.55		
155	11/01/24	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,427.80	1,625.00		25,627.80		
156	12/01/24	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,463.05	1,625.00		27,288.05		
157	01/01/25	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,498.30	1,625.00		28,948.30		
158	02/01/25	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,533.55	1,625.00		30,608.55		
159	03/01/25	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,568.80	1,625.00		32,268.80		
160	04/01/25	50,792.25		174,437.50	174,437.50	16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,604.05	1,625.00	9,750.00	24,179.05		
161	05/01/25	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,639.30	1,625.00		25,839.30		
162	06/01/25	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,674.55	1,625.00		27,499.55		
163	07/01/25	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,709.80	1,625.00		29,159.80		
164	08/01/25	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,745.05	1,625.00		30,820.05		
165	09/01/25	50,792.25				16,250.00	29,073.00		567.00	1,042.00	2,200.00	32,780.30	1,625.00		32,480.30		
166	10/01/25	50,792.25	195,000.00	174,437.50	369,437.50	17,084.00	28,342.00	6,800.00	567.00	1,042.00	2,200.00	32,712.55	1,625.00	9,750.00	24,287.55		
167	11/01/25	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,644.80	1,625.00		25,844.80		
168	12/01/25	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,577.05	1,625.00		27,402.05		
169	01/01/26	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,509.30	1,625.00		28,959.30		
170	02/01/26	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,441.55	1,625.00		30,516.55		
171	03/01/26	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,373.80	1,625.00		32,073.80		
172	04/01/26	50,792.25		170,050.00	170,050.00	17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,306.05	1,625.00	9,750.00	23,881.05		
173	05/01/26	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,238.30	1,625.00		25,438.30		
174	06/01/26	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,170.55	1,625.00		26,995.55		
175	07/01/26	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,102.80	1,625.00		28,552.80		
176	08/01/26	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	32,035.05	1,625.00		30,110.05		
177	09/01/26	50,792.25				17,084.00	28,342.00		567.00	1,042.00	2,200.00	31,967.30	1,625.00		31,667.30		
178	10/01/26	52,489.25	205,000.00	170,050.00	375,050.00	19,167.00	27,573.00	6,800.00	567.00	1,042.00	2,400.00	32,082.55	1,625.00	9,750.00	23,657.55		
179	11/01/26	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	32,197.80	1,625.00		25,397.80		
180	12/01/26	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	32,313.05	1,625.00		27,138.05		
181	01/01/27	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	32,428.30	1,625.00		28,878.30		
182	02/01/27	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	32,543.55	1,625.00		30,618.55		
183	03/01/27	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	32,658.80	1,625.00		32,358.80		
184	04/01/27	52,489.25		165,437.50	165,437.50	19,167.00	27,573.00		567.00	1,042.00	2,400.00	32,774.05	1,625.00	9,750.00	24,349.05		
185	05/01/27	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	32,889.30	1,625.00		26,089.30		
186	06/01/27	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	33,004.55	1,625.00		27,829.55		
187	07/01/27	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	33,119.80	1,625.00		29,569.80		
188	08/01/27	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	33,235.05	1,625.00		31,310.05		
189	09/01/27	52,489.25				19,167.00	27,573.00		567.00	1,042.00	2,400.00	33,350.30	1,625.00		33,050.30		
190	10/01/27	55,160.00	230,000.00	165,437.50	395,437.50	22,917.00	26,615.00	6,800.00	567.00	1,042.00	2,400.00	33,344.30	1,625.00	9,750.00	24,919.30		

MIG Investments, LLC (State Lease #11428-2009) - Enclosure H-1  
 FIXED Rate Bonds :: 15 Year Rent Reduction | 5.165778% Arbitrage Yield | 6.095187% All-In TIC  
 Bonds Dated: December 21, 2011 | First Lease Payment: January 1, 2012

Purchase Price: \$ 7,070,000

Last Lease Pymt: 9/1/2041 Reduced Rent: October 1, 2012 through September 1, 2027, inclusive

FINAL NUMBERS | Baird Analysis: 12/15/11 | 1:05 pm

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	Bond Fund   Bond Service Account						Project Maintenance Fund   General :: Repair and Replacment :: Management :: Retained Obligation										
	Debt Service Rental																
	Date	Rental (29 bps Adjustment)	Scheduled Principal	Scheduled Interest	Scheduled Principal & Interest	Principal Component	Interest Component	On-Going Fees (EDC, Trustee, and Lessor Insurance)	On-Going Fees Component	Carpet / Ceiling	Mgmt Fee (Fixed Monthly Amount)	Balance BEFORE Accrued Retained Obligation Fee	Monthly Retained Obligation Fee	Semi-Annual Amount of Retained Obligation Fee	Balance AFTER Paying SEMI-ANNUAL Retained Obligation Fee		
191	11/01/27	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,338.30	1,625.00		26,538.30		
192	12/01/27	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,332.30	1,625.00		28,157.30		
193	01/01/28	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,326.30	1,625.00		29,776.30		
194	02/01/28	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,320.30	1,625.00		31,395.30		
195	03/01/28	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,314.30	1,625.00		33,014.30		
196	04/01/28	55,160.00		159,687.50	159,687.50	22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,308.30	1,625.00	9,750.00	24,883.30		
197	05/01/28	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,302.30	1,625.00		26,502.30		
198	06/01/28	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,296.30	1,625.00		28,121.30		
199	07/01/28	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,290.30	1,625.00		29,740.30		
200	08/01/28	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,284.30	1,625.00		31,359.30		
201	09/01/28	55,160.00				22,917.00	26,615.00		567.00	1,042.00	2,400.00	33,278.30	1,625.00		32,978.30		
202	10/01/28	55,160.00	275,000.00	159,687.50	434,687.50	24,167.00	25,469.00	6,800.00	567.00	1,042.00	2,400.00	33,168.30	1,625.00	9,750.00	24,743.30		
203	11/01/28	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	33,058.30	1,625.00		26,258.30		
204	12/01/28	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,948.30	1,625.00		27,773.30		
205	01/01/29	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,838.30	1,625.00		29,288.30		
206	02/01/29	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,728.30	1,625.00		30,803.30		
207	03/01/29	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,618.30	1,625.00		32,318.30		
208	04/01/29	55,160.00		152,812.50	152,812.50	24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,508.30	1,625.00	9,750.00	24,083.30		
209	05/01/29	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,398.30	1,625.00		25,598.30		
210	06/01/29	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,288.30	1,625.00		27,113.30		
211	07/01/29	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,178.30	1,625.00		28,628.30		
212	08/01/29	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	32,068.30	1,625.00		30,143.30		
213	09/01/29	55,160.00				24,167.00	25,469.00		567.00	1,042.00	2,400.00	31,958.30	1,625.00		31,658.30		
214	10/01/29	55,160.00	290,000.00	152,812.50	442,812.50	25,417.00	24,261.00	6,800.00	567.00	1,042.00	2,400.00	31,806.30	1,625.00	9,750.00	23,381.30		
215	11/01/29	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	31,654.30	1,625.00		24,854.30		
216	12/01/29	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	31,502.30	1,625.00		26,327.30		
217	01/01/30	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	31,350.30	1,625.00		27,800.30		
218	02/01/30	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	31,198.30	1,625.00		29,273.30		
219	03/01/30	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	31,046.30	1,625.00		30,746.30		
220	04/01/30	55,160.00		145,562.50	145,562.50	25,417.00	24,261.00		567.00	1,042.00	2,400.00	30,894.30	1,625.00	9,750.00	22,469.30		
221	05/01/30	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	30,742.30	1,625.00		23,942.30		
222	06/01/30	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	30,590.30	1,625.00		25,415.30		
223	07/01/30	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	30,438.30	1,625.00		26,888.30		
224	08/01/30	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	30,286.30	1,625.00		28,361.30		
225	09/01/30	55,160.00				25,417.00	24,261.00		567.00	1,042.00	2,400.00	30,134.30	1,625.00		29,834.30		
226	10/01/30	55,160.00	305,000.00	145,562.50	450,562.50	26,667.00	22,990.00	6,800.00	567.00	1,042.00	2,400.00	30,003.30	1,625.00	9,750.00	21,578.30		
227	11/01/30	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	29,872.30	1,625.00		23,072.30		
228	12/01/30	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	29,741.30	1,625.00		24,566.30		
229	01/01/31	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	29,610.30	1,625.00		26,060.30		
230	02/01/31	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	29,479.30	1,625.00		27,554.30		
231	03/01/31	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	29,348.30	1,625.00		29,048.30		
232	04/01/31	55,160.00		137,937.50	137,937.50	26,667.00	22,990.00		567.00	1,042.00	2,400.00	29,217.30	1,625.00	9,750.00	20,792.30		
233	05/01/31	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	29,086.30	1,625.00		22,286.30		
234	06/01/31	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	28,955.30	1,625.00		23,780.30		
235	07/01/31	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	28,824.30	1,625.00		25,274.30		
236	08/01/31	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	28,693.30	1,625.00		26,768.30		
237	09/01/31	55,160.00				26,667.00	22,990.00		567.00	1,042.00	2,400.00	28,562.30	1,625.00		28,262.30		
238	10/01/31	56,857.00	320,000.00	137,937.50	457,937.50	30,417.00	21,657.00	6,800.00	567.00		2,600.00	28,553.30	1,625.00	9,750.00	20,128.30		

MIG Investments, LLC (State Lease #11428-2009) - Enclosure H-1  
 FIXED Rate Bonds :: 15 Year Rent Reduction | 5.165778% Arbitrage Yield | 6.095187% All-in TIC  
 Bonds Dated: December 21, 2011 | First Lease Payment: January 1, 2012

Purchase Price: \$ 7,070,000

Last Lease Pymt: 9/1/2041 Reduced Rent: October 1, 2012 through September 1, 2027, inclusive

FINAL NUMBERS | Baird Analysis: 12/15/11 | 1:05 pm

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
						Bond Fund   Bond Service Account		Project Maintenance Fund   General :: Repair and Replacment :: Management ::								
						Debt Service Rental		Retained Obligation								
								On-Going Fees (EDC, Trustee, and Lessor Insurance)	On-Going Fees Component	Carpet / Ceiling	Mgmt Fee (Fixed Monthly Amount)	Balance BEFORE Accrued Retained Obligation Fee	Monthly Retained Obligation Fee	Semi-Annual Amount of Retained Obligation Fee	Balance AFTER Paying SEMI-ANNUAL Retained Obligation Fee	
	Date	Rental (29 bps Adjustment)	Scheduled Principal	Scheduled Interest	Scheduled Principal & Interest	Principal Component	Interest Component									
239	11/01/31	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,544.30	1,625.00		21,744.30	
240	12/01/31	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,535.30	1,625.00		23,360.30	
241	01/01/32	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,526.30	1,625.00		24,976.30	
242	02/01/32	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,517.30	1,625.00		26,592.30	
243	03/01/32	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,508.30	1,625.00		28,208.30	
244	04/01/32	56,857.00		129,937.50	129,937.50	30,417.00	21,657.00		567.00		2,600.00	28,499.30	1,625.00	9,750.00	20,074.30	
245	05/01/32	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,490.30	1,625.00		21,690.30	
246	06/01/32	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,481.30	1,625.00		23,306.30	
247	07/01/32	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,472.30	1,625.00		24,922.30	
248	08/01/32	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,463.30	1,625.00		26,538.30	
249	09/01/32	56,857.00				30,417.00	21,657.00		567.00		2,600.00	28,454.30	1,625.00		28,154.30	
250	10/01/32	56,857.00	365,000.00	129,937.50	494,937.50	32,084.00	20,060.00	6,800.00	567.00		2,600.00	28,375.30	1,625.00	9,750.00	19,950.30	
251	11/01/32	56,857.00				32,084.00	20,060.00		567.00		2,600.00	28,296.30	1,625.00		21,496.30	
252	12/01/32	56,857.00				32,084.00	20,060.00		567.00		2,600.00	28,217.30	1,625.00		23,042.30	
253	01/01/33	56,857.00				32,084.00	20,060.00		567.00		2,600.00	28,138.30	1,625.00		24,588.30	
254	02/01/33	56,857.00				32,084.00	20,060.00		567.00		2,600.00	28,059.30	1,625.00		26,134.30	
255	03/01/33	56,857.00				32,084.00	20,060.00		567.00		2,600.00	27,980.30	1,625.00		27,680.30	
256	04/01/33	56,857.00		120,356.25	120,356.25	32,084.00	20,060.00		567.00		2,600.00	27,901.30	1,625.00	9,750.00	19,476.30	
257	05/01/33	56,857.00				32,084.00	20,060.00		567.00		2,600.00	27,822.30	1,625.00		21,022.30	
258	06/01/33	56,857.00				32,084.00	20,060.00		567.00		2,600.00	27,743.30	1,625.00		22,568.30	
259	07/01/33	56,857.00				32,084.00	20,060.00		567.00		2,600.00	27,664.30	1,625.00		24,114.30	
260	08/01/33	56,857.00				32,084.00	20,060.00		567.00		2,600.00	27,585.30	1,625.00		25,660.30	
261	09/01/33	56,857.00				32,084.00	20,060.00		567.00		2,600.00	27,506.30	1,625.00		27,206.30	
262	10/01/33	56,857.00	385,000.00	120,356.25	505,356.25	33,750.00	18,375.00	6,800.00	567.00		2,600.00	27,446.30	1,625.00	9,750.00	19,021.30	
263	11/01/33	56,857.00				33,750.00	18,375.00		567.00		2,600.00	27,386.30	1,625.00		20,566.30	
264	12/01/33	56,857.00				33,750.00	18,375.00		567.00		2,600.00	27,326.30	1,625.00		22,111.30	
265	01/01/34	56,857.00				33,750.00	18,375.00		567.00		2,600.00	27,266.30	1,625.00		23,656.30	
266	02/01/34	56,857.00				33,750.00	18,375.00		567.00		2,600.00	27,206.30	1,625.00		25,201.30	
267	03/01/34	56,857.00				33,750.00	18,375.00		567.00		2,600.00	27,146.30	1,625.00		26,746.30	
268	04/01/34	56,857.00		110,250.00	110,250.00	33,750.00	18,375.00		567.00		2,600.00	27,086.30	1,625.00	9,750.00	18,661.30	
269	05/01/34	56,857.00				33,750.00	18,375.00		567.00		2,600.00	27,026.30	1,625.00		20,206.30	
270	06/01/34	56,857.00				33,750.00	18,375.00		567.00		2,600.00	26,966.30	1,625.00		21,751.30	
271	07/01/34	56,857.00				33,750.00	18,375.00		567.00		2,600.00	26,906.30	1,625.00		23,296.30	
272	08/01/34	56,857.00				33,750.00	18,375.00		567.00		2,600.00	26,846.30	1,625.00		24,841.30	
273	09/01/34	56,857.00				33,750.00	18,375.00		567.00		2,600.00	26,786.30	1,625.00		26,386.30	
274	10/01/34	56,857.00	405,000.00	110,250.00	515,250.00	35,417.00	16,604.00	6,800.00	567.00		2,600.00	26,830.30	1,625.00	9,750.00	18,405.30	
275	11/01/34	56,857.00				35,417.00	16,604.00		567.00		2,600.00	26,874.30	1,625.00		20,074.30	
276	12/01/34	56,857.00				35,417.00	16,604.00		567.00		2,600.00	26,918.30	1,625.00		21,743.30	
277	01/01/35	56,857.00				35,417.00	16,604.00		567.00		2,600.00	26,962.30	1,625.00		23,412.30	
278	02/01/35	56,857.00				35,417.00	16,604.00		567.00		2,600.00	27,006.30	1,625.00		25,081.30	
279	03/01/35	56,857.00				35,417.00	16,604.00		567.00		2,600.00	27,050.30	1,625.00		26,750.30	
280	04/01/35	56,857.00		99,618.75	99,618.75	35,417.00	16,604.00		567.00		2,600.00	27,094.30	1,625.00	9,750.00	18,669.30	
281	05/01/35	56,857.00				35,417.00	16,604.00		567.00		2,600.00	27,138.30	1,625.00		20,338.30	
282	06/01/35	56,857.00				35,417.00	16,604.00		567.00		2,600.00	27,182.30	1,625.00		22,007.30	
283	07/01/35	56,857.00				35,417.00	16,604.00		567.00		2,600.00	27,226.30	1,625.00		23,676.30	
284	08/01/35	56,857.00				35,417.00	16,604.00		567.00		2,600.00	27,270.30	1,625.00		25,345.30	
285	09/01/35	56,857.00				35,417.00	16,604.00		567.00		2,600.00	27,314.30	1,625.00		27,014.30	
286	10/01/35	56,857.00	425,000.00	99,618.75	524,618.75	37,500.00	14,744.00	6,800.00	567.00		2,600.00	27,135.30	1,625.00	9,750.00	18,710.30	

MIG Investments, LLC (State Lease #11428-2009) - Enclosure H-1  
 FIXED Rate Bonds :: 15 Year Rent Reduction | 5.165778% Arbitrage Yield | 6.095187% All-In TIC  
 Bonds Dated: December 21, 2011 | First Lease Payment: January 1, 2012

Purchase Price: \$ 7,070,000

Last Lease Pymt: 9/1/2041 Reduced Rent: October 1, 2012 through September 1, 2027, inclusive

FINAL NUMBERS | Baird Analysis: 12/15/11 | 1:05 pm

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	Bond Fund   Bond Service Account							Project Maintenance Fund   General :: Repair and Replacment :: Management :: Retained Obligation									
	Debt Service Rental																
	Date	Rental (29 bps Adjustment)	Scheduled Principal	Scheduled Interest	Scheduled Principal & Interest	Principal Component	Interest Component	On-Going Fees (EDC, Trustee, and Lessor Insurance)	On-Going Fees Component	Carpet / Ceiling	Mgmt Fee (Fixed Monthly Amount)	Balance BEFORE Accrued Retained	Monthly Retained	Semi-Annual Amount of Retained	Balance AFTER Paying SEMI-ANNUAL Retained		
287	11/01/35	56,857.00				37,500.00	14,744.00		567.00		2,600.00	26,956.30	1,625.00		20,156.30		
288	12/01/35	56,857.00				37,500.00	14,744.00		567.00		2,600.00	26,777.30	1,625.00		21,602.30		
289	01/01/36	56,857.00				37,500.00	14,744.00		567.00		2,600.00	26,598.30	1,625.00		23,048.30		
290	02/01/36	56,857.00				37,500.00	14,744.00		567.00		2,600.00	26,419.30	1,625.00		24,494.30		
291	03/01/36	56,857.00				37,500.00	14,744.00		567.00		2,600.00	26,240.30	1,625.00		25,940.30		
292	04/01/36	56,857.00		88,462.50	88,462.50	37,500.00	14,744.00		567.00		2,600.00	26,061.30	1,625.00	9,750.00	17,836.30		
293	05/01/36	56,857.00				37,500.00	14,744.00		567.00		2,600.00	25,882.30	1,625.00		19,082.30		
294	06/01/36	56,857.00				37,500.00	14,744.00		567.00		2,600.00	25,703.30	1,625.00		20,528.30		
295	07/01/36	56,857.00				37,500.00	14,744.00		567.00		2,600.00	25,524.30	1,625.00		21,974.30		
296	08/01/36	56,857.00				37,500.00	14,744.00		567.00		2,600.00	25,345.30	1,625.00		23,420.30		
297	09/01/36	56,857.00				37,500.00	14,744.00		567.00		2,600.00	25,166.30	1,625.00		24,866.30		
298	10/01/36	58,555.00	450,000.00	88,462.50	538,462.50	40,834.00	12,775.00	6,800.00	567.00		2,800.00	25,170.30	1,625.00	9,750.00	16,695.30		
299	11/01/36	58,555.00				40,834.00	12,775.00		567.00		2,800.00	25,074.30	1,625.00		18,274.30		
300	12/01/36	58,555.00				40,834.00	12,775.00		567.00		2,800.00	25,028.30	1,625.00		19,853.30		
301	01/01/37	58,555.00				40,834.00	12,775.00		567.00		2,800.00	24,982.30	1,625.00		21,432.30		
302	02/01/37	58,555.00				40,834.00	12,775.00		567.00		2,800.00	24,936.30	1,625.00		23,011.30		
303	03/01/37	58,555.00				40,834.00	12,775.00		567.00		2,800.00	24,890.30	1,625.00		24,590.30		
304	04/01/37	58,555.00		76,650.00	76,650.00	40,834.00	12,775.00		567.00		2,800.00	24,844.30	1,625.00	9,750.00	16,419.30		
305	05/01/37	58,555.00				40,834.00	12,775.00		567.00		2,800.00	24,798.30	1,625.00		17,998.30		
306	06/01/37	58,555.00				40,834.00	12,775.00		567.00		2,800.00	24,752.30	1,625.00		19,577.30		
307	07/01/37	58,555.00				40,834.00	12,775.00		567.00		2,800.00	24,706.30	1,625.00		21,156.30		
308	08/01/37	58,555.00				40,834.00	12,775.00		567.00		2,800.00	24,660.30	1,625.00		22,735.30		
309	09/01/37	58,555.00				40,834.00	12,775.00		567.00		2,800.00	24,614.30	1,625.00		24,314.30		
310	10/01/37	58,555.00	490,000.00	76,650.00	566,650.00	43,334.00	10,632.00	6,800.00	567.00		2,800.00	24,211.30	1,625.00	9,750.00	15,786.30		
311	11/01/37	58,555.00				43,334.00	10,632.00		567.00		2,800.00	23,808.30	1,625.00		17,008.30		
312	12/01/37	58,555.00				43,334.00	10,632.00		567.00		2,800.00	23,405.30	1,625.00		18,230.30		
313	01/01/38	58,555.00				43,334.00	10,632.00		567.00		2,800.00	23,002.30	1,625.00		19,452.30		
314	02/01/38	58,555.00				43,334.00	10,632.00		567.00		2,800.00	22,599.30	1,625.00		20,674.30		
315	03/01/38	58,555.00				43,334.00	10,632.00		567.00		2,800.00	22,196.30	1,625.00		21,896.30		
316	04/01/38	58,555.00		63,787.50	63,787.50	43,334.00	10,632.00		567.00		2,800.00	21,793.30	1,625.00	9,750.00	13,368.30		
317	05/01/38	58,555.00				43,334.00	10,632.00		567.00		2,800.00	21,390.30	1,625.00		14,590.30		
318	06/01/38	58,555.00				43,334.00	10,632.00		567.00		2,800.00	20,987.30	1,625.00		15,812.30		
319	07/01/38	58,555.00				43,334.00	10,632.00		567.00		2,800.00	20,584.30	1,625.00		17,034.30		
320	08/01/38	58,555.00				43,334.00	10,632.00		567.00		2,800.00	20,181.30	1,625.00		18,256.30		
321	09/01/38	58,555.00				43,334.00	10,632.00		567.00		2,800.00	19,778.30	1,625.00		19,478.30		
322	10/01/38	58,555.00	520,000.00	63,787.50	583,787.50	45,417.00	8,357.00	6,800.00	567.00		2,800.00	19,567.30	1,625.00	9,750.00	11,142.30		
323	11/01/38	58,555.00				45,417.00	8,357.00		567.00		2,800.00	19,356.30	1,625.00		12,556.30		
324	12/01/38	58,555.00				45,417.00	8,357.00		567.00		2,800.00	19,145.30	1,625.00		13,970.30		
325	01/01/39	58,555.00				45,417.00	8,357.00		567.00		2,800.00	18,934.30	1,625.00		15,384.30		
326	02/01/39	58,555.00				45,417.00	8,357.00		567.00		2,800.00	18,723.30	1,625.00		16,798.30		
327	03/01/39	58,555.00				45,417.00	8,357.00		567.00		2,800.00	18,512.30	1,625.00		18,212.30		
328	04/01/39	58,555.00		50,137.50	50,137.50	45,417.00	8,357.00		567.00		2,800.00	18,301.30	1,625.00	9,750.00	9,876.30		
329	05/01/39	58,555.00				45,417.00	8,357.00		567.00		2,800.00	18,090.30	1,625.00		11,290.30		
330	06/01/39	58,555.00				45,417.00	8,357.00		567.00		2,800.00	17,879.30	1,625.00		12,704.30		
331	07/01/39	58,555.00				45,417.00	8,357.00		567.00		2,800.00	17,668.30	1,625.00		14,118.30		
332	08/01/39	58,555.00				45,417.00	8,357.00		567.00		2,800.00	17,457.30	1,625.00		15,532.30		
333	09/01/39	58,555.00				45,417.00	8,357.00		567.00		2,800.00	17,246.30	1,625.00		16,946.30		
334	10/01/39	58,555.00	545,000.00	50,137.50	595,137.50	47,917.00	5,972.00	6,800.00	567.00		2,800.00	16,920.30	1,625.00	9,750.00	8,495.30		

MIG Investments, LLC (State Lease #11428-2009) - Enclosure H-1  
 FIXED Rate Bonds :: 15 Year Rent Reduction | 5.165778% Arbitrage Yield | 6.095187% All-In TIC  
 Bonds Dated: December 21, 2011 | First Lease Payment: January 1, 2012

Purchase Price: \$ 7,070,000

Last Lease Pymt: 9/1/2041 Reduced Rent: October 1, 2012 through September 1, 2027, inclusive

FINAL NUMBERS | Baird Analysts: 12/15/11 | 1:05 pm

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
						Bond Fund   Bond Service Account		Project Maintenance Fund   General :: Repair and Replacment :: Management :: Retained Obligation									
						Debt Service Rental											
	Date	Rental (29 bps Adjustment)	Scheduled Principal	Scheduled Interest	Scheduled Principal & Interest	Principal Component	Interest Component	On-Going Fees (EDC, Trustee, and Lessor Insurance)	On-Going Fees Component	Carpet / Ceiling	Mgmt Fee (Fixed Monthly Amount)	Balance BEFORE Accrued Retained Obligation Fee	Monthly Retained Obligation Fee	Semi-Annual Amount of Retained Obligation Fee	Balance AFTER Paying SEMI-ANNUAL Retained Obligation Fee		
335	11/01/39	58,555.00				47,917.00	5,972.00		567.00		2,800.00	16,594.30	1,625.00		9,794.30		
336	12/01/39	58,555.00				47,917.00	5,972.00		567.00		2,800.00	16,268.30	1,625.00		11,093.30		
337	01/01/40	58,555.00				47,917.00	5,972.00		567.00		2,800.00	15,942.30	1,625.00		12,392.30		
338	02/01/40	58,555.00				47,917.00	5,972.00		567.00		2,800.00	15,616.30	1,625.00		13,691.30		
339	03/01/40	58,555.00				47,917.00	5,972.00		567.00		2,800.00	15,290.30	1,625.00		14,990.30		
340	04/01/40	58,555.00		35,831.25	35,831.25	47,917.00	5,972.00		567.00		2,800.00	14,964.30	1,625.00	9,750.00	6,539.30		
341	05/01/40	58,555.00				47,917.00	5,972.00		567.00		2,800.00	14,638.30	1,625.00		7,838.30		
342	06/01/40	58,555.00				47,917.00	5,972.00		567.00		2,800.00	14,312.30	1,625.00		9,137.30		
343	07/01/40	58,555.00				47,917.00	5,972.00		567.00		2,800.00	13,986.30	1,625.00		10,436.30		
344	08/01/40	58,555.00				47,917.00	5,972.00		567.00		2,800.00	13,660.30	1,625.00		11,735.30		
345	09/01/40	58,555.00				47,917.00	5,972.00		567.00		2,800.00	13,334.30	1,625.00		13,034.30		
346	10/01/40	58,555.00	575,000.00	35,831.25	610,831.25	50,740.00	3,457.00	6,800.00			2,800.00	13,267.30	1,625.00	9,750.00	4,842.30		
347	11/01/40	58,555.00				50,740.00	3,457.00				2,800.00	13,200.30	1,625.00		6,400.30		
348	12/01/40	58,555.00				50,740.00	3,457.00				2,800.00	13,133.30	1,625.00		7,958.30		
349	01/01/41	58,555.00				50,740.00	3,457.00				2,800.00	13,066.30	1,625.00		9,516.30		
350	02/01/41	58,555.00				50,740.00	3,457.00				2,800.00	12,999.30	1,625.00		11,074.30		
351	03/01/41	58,555.00				50,740.00	3,457.00				2,800.00	12,932.30	1,625.00		12,632.30		
352	04/01/41	58,555.00		20,737.50	20,737.50	50,740.00	3,457.00				2,800.00	12,865.30	1,625.00	9,750.00	4,440.30		
353	05/01/41	58,555.00				50,740.00	3,457.00				2,800.00	12,798.30	1,625.00		5,998.30		
354	06/01/41	58,555.00				50,740.00	3,457.00				2,800.00	12,731.30	1,625.00		7,556.30		
355	07/01/41	58,555.00				50,740.00	3,457.00				2,800.00	12,664.30	1,625.00		9,114.30		
356	08/01/41	58,555.00				50,740.00	3,457.00				2,800.00	12,597.30	1,625.00		10,672.30		
357	09/01/41	58,555.00				50,740.00	3,457.00				2,800.00	12,530.30	1,625.00		12,230.30		
358	10/01/41	-	790,000.00	20,737.50	810,737.50							10,905.30	-	8,125.00	4,105.30		
Totals:		18,581,025.30	8,435,000.00	8,501,062.50	17,259,170.83	8,253,996.00	8,501,208.00	197,200.00	190,512.00	250,104.00	816,000.00		558,300.00	556,975.00			

DSR: 181,124.69

By 09/30/21 \$ 125,064 4.392%  
 By 09/30/31 \$ 125,040 3.00%

**The Economic Development Corporation  
of the City of Flint**

City Hall, 1101 S. Saginaw Street  
Flint, Michigan 48502

December 20, 2011

Deborah M. Roberts  
Interim Director, Real Estate Division  
State of Michigan Department of Technology,  
Management & Budget  
Mason Building, 1st Floor  
Lansing, Michigan

re: State Lease No. 11428-2009

Dear Ms. Roberts:

The Economic Development Corporation of the City of Flint (the "EDC"), as lessor under State Lease #11428-2009 (the "State Lease"), is providing this letter to the State of Michigan, lessee under the State Lease. The State Lease has been assigned to the EDC by the original lessor, MIG Investments, LLC, a Michigan limited liability company ("MIG"), pursuant to a Limited Assignment of State Lease dated as of December 21, 2011 (the "Assignment"). The State Lease will be amended by an Addendum to Lease dated as of December 21, 2011 between the EDC and the State (the "Addendum"). The EDC has retained Boji Group, LLC, a Michigan limited liability company ("Boji") to manage the property leased by the State Lease pursuant to a Property Management Agreement dated as of December 21, 2011 (the "Property Management Agreement"). The rental to be received by the EDC under the State Lease will be deposited with U.S. Bank National Association, as trustee under a Trust Indenture dated as of December 1, 2011 (the "Indenture").

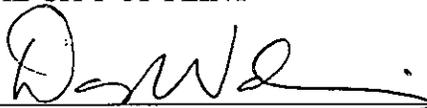
The EDC hereby agrees that if the State, as lessee under the State Lease, directs the EDC to terminate the Assignment or to replace MIG as the party undertaking the obligations of the assignor under the Assignment, then the EDC will terminate the Assignment, or replace MIG, as permitted under the terms of the Assignment, but only to the extent that any costs to the EDC can be paid from monies available to the EDC under the Indenture or otherwise available to the EDC.

The EDC hereby agrees that if the State, as lessee under the State Lease, directs the EDC to terminate the Property Management Agreement or to replace Boji as the manager under the Property Management Agreement, then the EDC will terminate the Property Management Agreement, or replace Boji, as permitted under the terms of the Property Management Agreement, but only to the extent that any costs to the EDC can be paid from monies available to the EDC under the Indenture or otherwise available to the EDC.

The EDC understands that the State is relying on this letter as a condition of executing the Addendum.

THE ECONOMIC DEVELOPMENT CORPORATION  
OF THE CITY OF FLINT

By



Its: Chairman