

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 2

DATE

9/30/10

TO LEASE NO.
GS-05B-17728

ADDRESS OF PREMISES **901 N. Saginaw Street,
Flint, Michigan**

THIS AGREEMENT, made and entered into this date by and between **Elba Road Development, LLC**

whose address is **4835 Towne Centre Road, Suite 100
Saginaw, Michigan 48604**

hereinafter called the **Lessor**, and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:

WHEREAS, the **Government** has provided its design intent drawings to the Lessor; and **WHEREAS**, the **Lessor** has used such intents to develop construction drawings; and **WHEREAS**, the **Lessor** has provided pricing for such tenant improvements associated with the aforementioned drawings;

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Supplemental Lease Agreement (SLA) No. 2 to Lease GS-05B-17728, is hereby issued for the following purposes:

- Increase the Tenant Improvement Allowance from \$464,310.56 to \$475,919.79
- Adjust the rents and commission according to the increased amortization of tenant improvements

Accordingly, the following paragraphs of the Standard Form 2 (SF-2), US Government Lease for Real Property, are deleted in their entirety and replaced with the following:

Paragraph 3 of the SF-2 is hereby deleted and replace as follows:

3. The Government shall pay the Lessor annual rent of \$397,799.51 (approximately \$27.49/RSF) paid at the rate of \$33,149.96 per month paid in arrears for years 1 – 7 and \$314,643.02 (approximately \$21.74/RSF) paid at the rate of \$26,220.25 per month in arrears for years 8 – 10. All said rents are further described in more detail below and in Attachment #1 to this SLA.

	<i>Shell</i>	<i>Operating Cost*</i>	<i>RE Taxes*</i>	<i>Annual TI Payment</i>	<i>Annual Rent</i>	<i>\$/RSF</i>	<i>Adjustments</i>	<i>Adj \$/RSF</i>
YEAR 1	\$242,422.75	\$72,220.27	\$0.00	\$83,156.49	\$397,799.51	\$27.49	(\$28,260.28)	\$25.53
YEARS 2-7	\$242,422.75	\$72,220.27	\$0.00	\$83,156.49	\$397,799.51	\$27.49	\$0.00	\$27.49
YEARS 8-10	\$242,422.75	\$72,220.27	\$0.00	\$0.00	\$314,643.02	\$21.74	\$0.00	\$21.74

Asterisk () Denotes that annual adjustments are made pursuant to the Lease*

Note: Year 1 Adjustments reflect a total commission credit of \$28,260.28 paid in consecutive months starting the 1st month.

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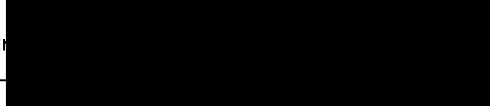
All other terms and conditions of the lease shall remain in force and effect.

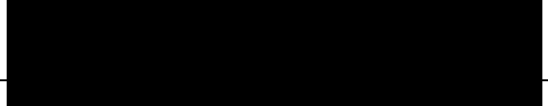
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR **Elba Road Development, LLC**

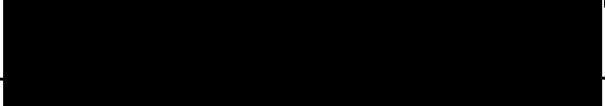
BY 

Manasee

IN PRESENCE 



UNIT **GENERAL SERVICES ADMINISTRATION**

BY 

MALINDA E. PENNINGTON
(CONTRACTING OFFICER)

Paragraph 13 of the SF-2 is hereby deleted and replace as follows:

13. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, The Government is exercising its right to use up to **20%** of the original tenant improvement allowance in additional funds to complete the Tenant Improvements approved by the Government. Therefore, Tenant Improvements in the amount of **\$475,919.79 (13,373 USF x \$35.59)** shall be amortized through the rent for **seven (7) years** at the rate of **5.9%**. This amount increases the Tenant Improvement Allowance by **\$11,609.23**, which is approximately 2.5 percent above the original Tenant Improvement Allowance. The total annual cost of Tenant Improvements for the amortized period shall be **\$83,156.49 per annum**.

Paragraph 28 of the SF-2 is hereby deleted and replace as follows:

28. In accordance with Paragraph 1.13 of the SFO entitled, **BROKER COMMISSION AND COMMISSION CREDIT**, the projected commission is [REDACTED]. This amount is based on [REDACTED] of the gross rental rate of both Base Shell and TI costs only during the seven (7) – year firm term of the lease. For the benefit of the Government, the Broker has agreed to forgo [REDACTED] of any commission that is entitled to receive in connection with this lease transaction. The Broker shall be paid directly by the Lessor [REDACTED] of the Total Broker's Commission estimated to be [REDACTED]. The resulting total dollar value of the foregone commission is estimated to be [REDACTED], which shall not be paid to the Broker, but shall be applied in equal monthly amounts against the shell rental payment due and owing under the Lease.

The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease over the minimum number of months not to exceed twelve (12) months and that will not exceed the monthly shell rental until the Commission Credit has been fully recaptured. The parties agree to execute a SLA setting forth the full nature, extent, terms and conditions of the Total Broker's Commission, Remaining Broker's Commission, and Commission Credit to be applied against the Government's rental payment obligations under the lease prior to the Government's occupancy.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant build-out amount, square footage, or other items resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate, prior to the Government's occupancy. The Remaining Broker's Commission is payable to Jones Lang LaSalle in accordance with the following schedule: 50% due at loan closing and 50% due upon occupancy.

Initials:

GOVERNMENT

LESSOR