

Lease Amendment

Lease Number: GS-05B-18471 Date: 11/30/2011 LA #1

Address of Premises: 804 South Hamilton Street Saginaw, Michigan 48602

THIS AGREEMENT, made and entered into this date by and between: Opportunity Properties, Inc. whose address is: 804 South Hamilton Street Saginaw, Michigan 48602

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

WHEREAS, the parties hereto desire to establish a rent commencement date of October 31, 2011;

WHEREAS, the parties hereto desire to delete in its entirety the wainscot requirement in Section 8.6 of the SFO;

WHEREAS, the parties hereto desire to amend the above Lease to include the actual total tenant improvement costs and adjust the subsequent rental rates accordingly;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 21, 2011, as follows:

- 1. Paragraph 8.6, Section A, Sub-paragraph 2(f) of the Solicitation For Offers dated May 27, 2010 attached to the Lease is deleted in its entirety. 8.6, Section A, 2-f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches. 2. Paragraphs 2, 3 and 13 of the SF-2 form to the Lease are deleted in their entirety and replaced with the following: 2. TERM A. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 31, 2011 and continuing through October 30, 2021, subject to termination and renewal rights as may be hereinafter set forth.

Lease Amendment No. 1 consists of two pages.

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

LESSOR: Opportunity Properties, Inc.

By [Signature] (Signature)

[Signature] (Title)

In Presence of

[Signature] (Signature)

[Redacted] (Address)

United States Of America, General Services Administration, Public Buildings Service.

[Signature] (Signature)

LEO (Official Title)

3. RENT

A. The Government shall pay to the Lessor the rent set forth in the Schedule of Rent below. Rent shall be paid monthly, in arrears.

Lease Year	Shell Rent (\$/RSF)	Real Estate Taxes (\$/RSF)	Operating Costs (\$/RSF)**	Amortized TI (\$/RSF)	Total Rent Rate (\$/RSF)	Total Rent Rate (\$/USF)	Annual Rent (\$/yr)	Monthly Rent (\$/mo)
1	12.00	.29	4.32	5.51	22.12	23.28	44,764.58	3,730.38
2	12.00	.29	4.32	5.51	22.12	23.28	44,764.58	3,730.38
3	12.00	.29	4.32	5.51	22.12	23.28	44,764.58	3,730.38
4	12.00	.29	4.32	5.51	22.12	23.28	44,764.58	3,730.38
5	12.00	.29	4.32	5.51	22.12	23.28	44,764.58	3,730.38
6*	12.00	.29	4.32	0.00	16.61	17.48	33,618.64	2,801.55
7*	12.00	.29	4.32	0.00	16.61	17.48	33,618.64	2,801.55
8*	12.00	.29	4.32	0.00	16.61	17.48	33,618.64	2,801.55
9*	12.00	.29	4.32	0.00	16.61	17.48	33,618.64	2,801.55
10*	12.00	.29	4.32	0.00	16.61	17.48	33,618.64	2,801.55

\* If the Government doesn't exercise its termination rights. \*\* Subject to annual adjustment.

13. TENANT IMPROVEMENT ALLOWANCE

In reference to the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$45,272.19 shall be included in the rental rate. The tenant buildout costs of \$45,272.19 shall be amortized for a period of 60 months at 8.5% per annum. The annual tenant improvement costs are \$11,145.94 (approximately \$5.51/RSF). The Lessor will construct tenant improvements as described in approved drawings dated September 9, 2011. Upon completion and acceptance after substantial completion of TI construction, the Government will pay the Lessor a one-time lump sum payment of \$4,639.15 (the difference of the total construction cost of \$49,911.34 and the \$45,272.19 of tenant improvements being included in the rental rate). The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in said drawings. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessee.

Upon successful completion and acceptance by the GSA, the Lessor shall provide an invoice via mail to:

To:	CC:
GSA Office of Finance	GSA Project Manager Gregory Rackow
PO Box 17181	230 South Dearborn, Suite 3300
Ft. Worth, Texas 76102	Chicago, Illinois 60604

Or, the invoice may also be sent electronically by going to [www.finance.gsa.gov](http://www.finance.gsa.gov). In order to be processed, all invoices must be on official letterhead and need to reference PS0022109 and contract number GS-05B-18471.

All other terms and conditions of the lease shall remain in force and effect. LA No. 1 consists of two pages.

LESSOR	UNITED STATES OF AMERICA
BY 	BY 
(Initial)	(Initial)