

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE	Supplemental Agreement No. 2	Date: <i>August 25, 2010</i>
<b>SUPPLEMENTAL LEASE AGREEMENT</b>		

TO LEASE NO. **GS-05B-18259**

ADDRESS OF PREMISES    **Liberty Place  
35803 Mound Road  
Sterling Heights, Michigan 48310**

THIS AGREEMENT, made and entered into this date by and between **Liberty Place, LLC**

whose address is    **15714 Millar Road  
Clinton Township, Michigan 48036-1619**

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

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

**I. The purpose of this Supplemental Lease Agreement (SLA) is provide a Notice to Proceed for the Tenant Improvement Budget**

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

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

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**LESSOR: Liberty Place, LLC**

BY:

*Howard Simon 8-23-2010*  
(Signature)

IN THE PRESENCE OF

*Katherine A. Calderon*  
(Signature)

(Title)

*Member*

(Address)

**UNITED STATES OF AMERICA**

By:

JOANNE LADWIG

*Joanne Ladwig*

CONTRACTING OFFICER

**Paragraph 1 is restated:**

"1. The Lessor hereby leases to the Government the following described premises:

18,321 rentable square feet of office space located on the second (2<sup>nd</sup>) floor of the building referred to as Liberty Place located at 35803 Mound Road in Sterling Heights, Michigan 48310, yielding 16,375 usable square feet.

Seven (7) to ten (10) on-site surface parking spaces are included at no additional cost to the Government.

Said premises to be used for such purposes as determined by the General Services Administration."

**Paragraph 3 is deleted in its entirety and replaced with:**

"3. The Government shall pay the Lessor rent as follows:

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Years 1 – 5 *	\$432,883.77	\$35,073.6472	\$23.6277	\$26.4389
Years 6 – 10	\$289,508.52	\$24,125.7101	\$15.8020	\$17.6800

\* The first three (3) months of Shell/Base Rent (Total Rent minus Insurance, Amortization of Tenant Improvements, Operating Costs, Real Estate Taxes and Amortization of Building Specific Security Costs) shall be abated. This equates to a rent credit of \$14,580.47 per month for a period of three (3) months. (Shell/Base Rent = \$174,965.60 / 12 = \$14,580.47 x 3 = \$43,741.40)

CPI and tax escalations continue throughout the term of the lease.



Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Liberty Place, LLC  
15714 Millar Road  
Clinton Township, Michigan 48036-1619"

**Paragraph 29 is deleted in its entirety and replaced with:**

"29. The Lessor and the Broker (CB Richard Ellis) have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the entire initial firm term of this lease. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

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 &   
Govt Lessor

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

First Month's Rental Payment shall not be adjusted by the Commission Credit due to free shell rental in the first month of the lease term.

Second Month's Rental Payment shall not be adjusted by the Commission Credit due to free shell rental in the second month of the lease term.

Third Month's Rental Payment shall not be adjusted by the Commission Credit due to free shell rental in the third month of the lease term.

Fourth Month's Rental Payment \$36,073.6472 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent.


Fifth Month's Rental Payment \$36,073.6472 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fifth month's rent.

Sixth Month's Rental Payment \$36,073.6472 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted sixth month's rent."

**Paragraph 32 is hereby added to the lease:**

"32. The Tenant Improvement proposal dated August 4, 2010 is hereby approved for the amount of \$669,087.60. The full amount of \$669,087.60 will be amortized into the rent over the first five (5) years at an interest rate of 7%. The amortized tenant improvement build out costs are \$158,984.84 or \$8.68 per rentable square foot.

The Government, if approved by the Contracting Officer in writing, may adjust the amortized amount to reflect any additional Tenant improvement costs during the course of the project. Any Tenant Improvement amount above the original tenant allowance of \$675,343.00 will be paid pursuant to Paragraph 3.3 of the SFO."

  
Govt Lessor