

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

Supplemental Agreement
No. 3

Date:

1-13-2011

SUPPLEMENTAL LEASE AGREEMENT

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

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 November 16, 2010, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) is to provide beneficial occupancy, update the annual rent, and reconcile 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.

Continued on Page 2

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LESSOR: Liberty Place, LLC

BY:

Howard Goman
(Signature)

Member 1-13-11
(Title)

IN THE PRESENCE OF

Christophe A. Munn
(Signature)

[Redacted]
(Address)

UNITED STATES OF AMERICA

By: JOANNE LAOWIG

Joanne Laowig

CONTRACTING OFFICER

Paragraph 2 is deleted in its entirety and replaced with:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 16, 2010, through November 15, 2020, subject to any renewal rights as may be hereinafter set forth."

Paragraph 3 is deleted in its entirety and replaced with:

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

TERM	RENT ITEM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
11/16/2010 - 11/15/2015*	Shell Rent	\$189,439.07	\$15,788.59	\$10.3399	\$11.5688
	Operating Expenses	\$66,688.48	\$5,557.37	\$3.6400	\$4.0726
	Tax	\$17,771.38	\$1,480.95	\$0.9700	\$1.0853
	Tenant Improvements	\$160,471.21	\$13,372.60	\$8.7589	\$9.7998
	TOTAL RENT	\$434,370.14	\$36,197.61	\$23.7098	\$26.5264
11/16/2015 - 11/15/2020	Shell Rent	\$204,645.68	\$17,053.81	\$11.1700	\$12.4974
	Operating Expenses	\$66,688.48	\$5,557.37	\$3.6400	\$4.0726
	Tax	\$17,771.38	\$1,480.95	\$0.9700	\$1.0853
	Tenant Improvements	\$0.00	\$0.00	\$0.0000	\$0.0000
	TOTAL RENT	\$289,105.54	\$24,092.13	\$23.7800	\$17.6553

* 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 \$12,145.21 per month for a period of three (3) months. (Shell/Base Rent = \$175,148.69 / 12 = \$14,595.72 x 3 = \$43,787.17) $\$14,595.72$ *OK*

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

Paragraph 4 is deleted in its entirety and replaced with:

"4. The term of this lease shall be for ten (10) years, five (5) years firm with ninety (90) days written cancellation notice anytime on or after November 15, 2015. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

[Signature]
 Govt Lessor

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 term of this lease. The total amount of the commission is [REDACTED] accounting for 3 months free rent in Year 1). 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.

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 \$36,197.61 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent.

Fifth Month's Rental Payment \$36,197.61 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fifth month's rent.

Sixth Month's Rental Payment \$36,197.61 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted sixth month's rent."

Paragraph 32 is hereby deleted in its entirety and replaced with:

32. The Tenant Improvement proposal dated August 4, 2010 approved in SLA Two (2) for the amount of \$669,087.60 is amended to incorporate approved Change Orders One (1) for \$250.00, Two (2) for \$5,182.68, and Three (3) for \$822.72 totaling \$6,255.40. Hence, the revised Tenant Improvement Budget is \$675,343.00 (\$669,087.60 + \$6,255.40). The full amount of \$675,343.00 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 \$160,471.21 or \$8.76 per rentable square foot."


Govt


Lessor