

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1
PS No. PS0018423

DATE
10/28/10

TO LEASE NO.
GS-05B-17726

ADDRESS OF PREMISES **22600 Hall Road, 1ST FLOOR
Clinton Township, Michigan 48036-1171**

THIS AGREEMENT, made and entered into this date by and between KD DEVELOPMENT

whose address is **22600 Hall Road, Suite 100
Clinton Township, Michigan 48036-1171**

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

WHEREAS, the Government has provided a separate notice to proceed to commence with constructing Tenant Improvements described in the Construction Drawings dated 5/15/2010; and WHEREAS, changes have occurred that affect the total TI costs and rents; and 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. 1 to Lease GS-05B-17726, is hereby authorizes the Lessor to Proceed with constructing Change Orders No. 1 and 2 for an amount not to exceed \$24,762.58. The new total cost for all Tenant Improvements is now \$383,087.58, of which \$370,404.96 will be amortized into the rent and \$13,837.63 will be paid lump sum upon completion. Please refer to the TI Cost and Change Order Summary in the Attachment No. 1 for more details.

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 Attachment # 1. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

Accordingly, Paragraph 3 of Standard Form 2 (SF-2) – US Government Lease For Real Property – is deleted in its entirety and replaced as follows:

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

	Shell	Operating Cost*	RE Taxes*	Annual TI Payment	Annual Rent	Monthly rent	\$/RSF	\$/USF
YEAR 1-5	\$122,483.79	\$54,932.00	\$21,392.00	\$89,065.87	\$287,873.66	\$23,989.47	\$21.65	\$23.71
YEARS 6-10	\$114,238.41	\$54,932.00	\$21,392.00	\$0.00	\$190,562.41	\$15,880.20	\$14.33	\$15.69

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

Shell cost for years 1-5 also includes the amortization of security, as mentioned in Paragraph 16 of the SF-2

Rent is paid monthly in arrears

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

KD Development **SUITE 100**
22600 Hall Road, Clinton Township, MI 48036-1172

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

BY

IN PRESENCE

MICHAEL GLOWE
(Signature)

PARTNER
(Title)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Malinda E. Pennington
(CONTRACTING OFFICER)