GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGRÉEMENT NO. 2

DATE

December 10, 2010

PS No. <u>PS0018423</u>

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 took occupancy effective <u>December 10, 2010</u>; and WHEREAS, changes have occurred that affect the total lump sum costs; 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. 2 to Lease GS-05B-17726, is hereby issued to establish the commencement date of the lease, actual tenant improvements cost and correct the shell USF/RSF rate.

Paragraphs 2, 3, 10, 13 and 20 of the SF-2 are hereby deleted in their entirety and replaced as follows:

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about <u>DECEMBER 10, 2010</u> through <u>DECEMBER 9, 2020</u>, subject to any renewal rights as may be hereinafter set forth.
- 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 olso includes the amortization of security, as mentioned in Porograph 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

22600 Hall Road, Clinton Township, MI 48036-1172

- 10. The actual effective date of the lease has been established as December 10, 2010. The lease term will be in effect for ten (10) years, (5) years firm.
- 13. In accordance with the Solicitation for Offers GS-05B-17726, Paragraph 1.9 (Building Shell Requirement), the shell rate is established as \$114,238.41 per annum at a rate of \$8.59 RSF (\$9.60 USF) for years 1 through 10.)
- 20. The actual total Tenant Improvement work is \$384,957.59, of which \$370,404.96 (\$6.70 RSF/ \$7.33 USF) will be amortized into the rent and \$14,552.63 will be paid lump sum. Such allowance is to be amortized into the rent at an annual interest rate of 7.50% interest over sixty (60) months. Such TI payments are to be in monthly installment of \$7,422.15 starting the 1st month after rent.

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

| IN WIT their names as | of the above date. |
|-----------------------|--------------------|
| LESSOR | |
| BY | PACTNER (Title) |
| IN PRES | (Tibe) |
| IN PRES | |
| MICHAELSOME | |
| RVICES ADMINISTR | ATION |

RVICES ADMINISTRATION

17/2011

Malinda E. Pennington

(CONTRACTING OFFICER)