

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 8

DATE
12-16-10

TO LEASE NO.
GS-05B-17728

ADDRESS OF PREMISES: 917 N. Saginaw Street,
Flint, Michigan 48503-1735

THIS AGREEMENT, made and entered into this date by and between Elba Road Development, LLC

whose address is 4835 Towne Centre Road, Suite 100
Saginaw, Michigan 48604

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

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

WHEREAS, the Government has inspected the space and a Certificate of Occupancy has been issued by the City Of Flint, Michigan and therefore, desires to establish beneficial occupancy of the aforementioned premises.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective December 13, 2010 as follows:

Supplemental Lease Agreement No. 8 is hereby issued to establish 1) the lease term, 2) termination rights, 3) the effective date of lease, 4) clarify the actual Tenant Improvements expenditures and 5) clarify total Commission and Commission Credit.

Therefore Paragraph 2 of GSA Form SF-2, U.S. Government Lease for Real Property number GS-05B-17728 is deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 13, 2010 and continuing through December 12, 2020, subject to termination and renewal rights as may be hereinafter set forth.

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

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LESSOR Elba Road Development, LLC

BY [Redacted Signature] (Signature)

Manager (Title)

IN PRESENCE OF [Redacted Signature] (Signature)

2027 Rust, Saginaw, MI (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [Redacted Signature] (Signature)

Diana K. George (Contracting Officer)

Therefore Paragraph 4 of GSA Form SF-2, U.S. Government Lease for Real Property number GS-05B-17728 is deleted in its entirety and replaced with the following:

- 4. The Government may terminate this lease in whole or in part effective at 12:00 a.m. on December 13, 2017 by giving at least 90 days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Therefore Paragraph 10 of GSA Form SF-2, U.S. Government Lease for Real Property number GS-05B-17728 is deleted in its entirety and replaced with the following:

- 10. The effective date of U.S. Government Lease for Real Property number GS-05B-17728, is December 13, 2010. This lease will be in effect for a term of ten (10) years, seven (7) years firm.

Therefore Paragraph 13 of GSA Form SF-2, U.S. Government Lease for Real Property number GS-05B-17728 is deleted in its entirety and replaced with the following:

- 13. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$475,919.79 (13,373 USF x \$35.59) shall be amortized through the rent for 7 years at the rate of 5.90%. The total annual cost of Tenant Improvements for the amortization period shall be \$83,156.49 per annum. (\$5.75/RSF/\$6.22/USF).

Therefore Paragraph 28 of GSA Form SF-2, U.S. Government Lease for Real Property number GS-05B-17728 is deleted in its entirety and replaced with the following:

- 28. In accordance with Paragraph 1.13 of the SFO entitled, BROKER COMMISSION AND COMMISSION CREDIT, the projected commission is [REDACTED]. This amount is based on [REDACTED] of the gross rental rate of both Base Shell and TI costs only during the seven (7) - year firm term of the lease. For the benefit of the Government, the Broker has agreed to forgo [REDACTED] of any commission that it is entitled to receive in connection with this lease transaction. The Broker shall be paid directly by the Lessor [REDACTED] of the Total Broker's Commission estimated to be [REDACTED] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is estimated to be [REDACTED] (the "Commission Credit") which shall not be paid to the Broker, but shall be applied in equal monthly amounts against the shell rental payments due and owing under the Lease.

The Commission Credit due to the Government will be applied against the Government's rental payments according to the table below:

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	\$ 33,391.18	\$ 20,201.90	\$ [REDACTED]	\$ [REDACTED]
2	\$ 33,391.18	\$ 20,201.90	\$ [REDACTED]	\$ [REDACTED]
3-84	\$ 33,391.18	\$ 20,201.90	\$ -	\$ 33,391.18

INITIALS: LESSOR ah GOVERNMENT [Signature]