

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-05B-17886	DATE 7-11-12	PAGE 1 of 2
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ADDRESS OF PREMISES
140 N. Crooks Road, Clawson, MI 48017-1440

THIS AGREEMENT, made and entered into this date by and between WSSA ROYAL OAK, LLC

whose address is 140 E. SECOND STREET, SUITE 215
FLINT, MI 48502-1731

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

WHEREAS, the parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective June 11, 2012, as follows: Supplemental Lease Agreement No. 1 is issued to establish the physical address of the building, establish the substantial completion date, document monthly rent, and establish the final commission amount and credit. All other terms and conditions remain the same.

1. Section 1 of the Lease is hereby replaced with the following

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

10,241 BOMA usable square feet (11,777 rentable) of ground floor office space, along with 48 on-site surface parking spaces for the exclusive use of the Government, all located at 140 N. Crooks Road, Clawson, Michigan, 48017-1440, to be used for such purposes as determined by the General Services Administration. This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO GS-05B-17886, which is attached to, and is part of this lease."

2. Section 2 of the Lease is hereby replaced with the following

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 11, 2012 through June 10, 2022, subject to termination and renewal rights as may be hereinafter set forth. This is a 10 year total, 10 year firm term lease."

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: WSSA ROYAL OAK, LLC

SIGNATURE	[REDACTED]	NAME OF SIGNER	TROY FARAH
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ADDRESS 140 E. SECOND ST. FLINT, MI 48502

IN PRESENCE OF

SIGNATURE	[REDACTED]	NAME OF SIGNER	[REDACTED] * D. Sutherland
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ADDRESS [REDACTED] Flint MI 48502

UNITED STATES OF AMERICA

SIGNATURE	[REDACTED]	NAME OF SIGNER	ALLAN A. BROHOLM
		OFFICIAL TITLE OF SIGNER	LEASE CONTRACTING OFFICER

Previous edition is not usable

3. Section 3. of the Lease is hereby replaced with the following

"3. From June 11, 2012 through June 10, 2022, the Government shall pay the Lessor annual rent of \$500,522.50 at the rate of \$41,710.21 per Month in arrears. Rent consists of \$38,190.72 per month for shell/base rent, operating expenses, real estate taxes, amortized building-specific security, and parking, and \$3,519.49 per month in Tenant Improvements, which were amortized over 120 months at an annual interest rate of 0.0%. Rent for a lesser period shall be prorated.

In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$41.24 per BOMA usable square foot toward the cost of the tenant improvements defined in SFO GS-05B-17886 and Attachment #2. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 0.0% amortization annual interest rate over 120 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to:

WSSA Royal Oak, LLC
140 East Second Street, Suite 215
Flint, MI 48502-1731"

4. Section 10 of the Lease is hereby replaced with the following:

"10. The date of substantial completion and acceptance of the premises, and the anniversary date for annual escalations and operating cost adjustments is established as June 11, 2012."

5. Section 24 of the Lease is hereby replaced with the following:

"24. In accordance with Paragraph 2.5 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [redacted] (Years 1-5), [redacted] Years 6-10, of the firm term value of this lease ("Commission"). The total amount of the Commission is [redacted]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit, which shall be hereby agreed to as [redacted] only [redacted] which is [redacted] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [redacted] which is [redacted] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments.

Notwithstanding Paragraph 3 of the 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 \$41,710.21 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's rent.
- Second Month's Rental Payment \$41,710.21 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's rent.
- Third Month's Rental Payment \$41,710.21 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's rent.
- Fourth Month's Rental Payment \$41,710.21 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourth Month's rent."

All other terms and conditions remain in full force and effect.

Lessor  Government 

END OF SLA No. 1