| | | T | | | | |
|--|---------------------------------------|-------------------------------|--|--|--|--|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | NO. 1 | (| | | | |
| SUPPLEMENTAL LEASE AGREEMENT | TOTAL MEASURE AND | 8/28/10 | | | | |
| | GS-05B-17908 | TO LIBRATING. GS-05B-17908 | | | | |
| 1115 Washington Avenue, Bay City, MI 48708-570 | 7 | | | | | |
| THIS AGREEMENT, made and entered into this date by and between BAY CITY PROPERTIES, LTD. | | | | | | |
| an Ohio Limited Liability Company | | | | | | |
| whose address is 4198 Milan Road Sandaday, OFI 44870 | | | | | | |
| | 51 toul- 0 | ~ | | | | |
| Herein after called the Successor-Lesson, and the UNITED STATES OF AMERICA | CA, hereingher called the | Government: | | | | |
| WHEREAS, the parties hereto desire to amend the above Leaso to: (a) recognize the | | | | | | |
| interest to this loune, (b) establish the terms of the new owner's amountion of this I comment date, term, termination rights, the annual runtal rate, commissions | | | | | | |
| 2010, as follows: | | | | | | |
| NOW THEREFORM, these parties for the consideration hereinafter mentioned consumed, effective as of the date of this Supplemental Agreement 1, as follows: | remark and agree that the | nid Lenn in | | | | |
| This Supplemental Laure Agreement (SLA) #1 catabilishes a change in ownersh Lease, and amends certain portions of said Lease as not forth more fully luxuin. | ip of the property and an a | essemption of the | | | | |
| 1. The prescrible to the Lense is hearly smeaded to state that the Lesser in | | | | | | |
| BAY CITY PROPERTIES, LTD. 4198 Miles Rood | | | | | | |
| Sandanky, CE 44870 | | | | | | |
| Who has succeeded to the prior legent's interest in the lease by wh | tige of the Owner's acquis | ition of title to the | | | | |
| property evidence by the Warnasty Deed. | • | | | | | |
| Successor-League hearby releases the League (General Services Administration payments, lump sum items and reconciliation amounts which have been this SLA. | | | | | | |
| Successor-Lessor natifies all provious action taken by the provious lessor and effect as if the action had been taken by the Successor-Lessor. | with respect to the Louis, | , with the same force | | | | |
| (continued on page 2) | · | | | | | |
| IN Water the state of the above date. | · · · · · · · · · · · · · · · · · · · | | | | | |
| LESSE | | | | | | |
| MANAG | ER | | | | | |
| - Analysissation | | (1984) | | | | |
| | | | | | | |
| INTERSTATES OF AMERICA CENERAL SERVICES ASSESSEDATION | | | | | | |

Lease Contracting Officer

- 4. Successor-Lessor hereby assumes, approves and adopts Lease Number GS-05B-17903, including all modifications, made between the Government and the former lessor before the effective date of theis Supplemental Lease Agreement, and agrees to be bound by and to perform each and every term, covenant and condition contained in the Lease.
- 5. Successor-Lessor futher assumes all obligation and liabilities of and all claims and demands against, the former lessor, LGK Development, under the Lease in all respects as if the Successor-Lessor were the original party to the Lease.
- 6. The Successor-Lessor's Taxpayer Identification Number is
- Paragraph 3 of the Lease is hereby amended in part to state athat rental Payment shall be payable to:
 Bay City GSA Properties, LTD
 4918 Milan Road
 Sandusky, OH 44870
- II. Paragraph 2 of this lease is deleted in its entirety and substituted with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 20, 2010 through May 19, 2020, subject to termination and renewal rights as may be hereinafter set forth herein.

III. Paragraph 3 of this lease is deleted in its entirety and substituted with the following:

The government shall pay the Successor-Lessor annual rent payable monthly in arrears according to the following schedule:

| Dates | Shell | ase Cost of Services | Tenant Improvement Allowance | | vernent Specific | | Total Annual Rent | | Total Monthly Rent | |
|-----------------------------------|------------------|-------------------------|------------------------------------|----|------------------|----|----------------------|----|-----------------------|--|
| May 20, 2010 thru May 19, 2020 | \$ 170,532.60 | \$ 40,937.40 | \$ 42,552.00 | \$ | | \$ | 254,022.00 | \$ | 21,168.50 | |

Rent for a lesser period shall be prorated. Rent Checks shall be made payable to:
Bay City GSA Properties, LTD
4918 Milan Road
Sandusky, OH 44870

(continued on page 3)

INITIALS: LESSOR & M GOV'T

IV. Paragraph 26 of the lease contract is deleted in its entirety and replaced as follows:

Commission credits will be applied to the shell rent of the lease in equal monthly installments and rental payments shall be reduced by that amount in the first months of the lease until all credits have been applied. The reduction of the rent will not apply to the Operating Costs and amortized Tenant Improvements. Rental payments for OC and TI will be paid in accordance with the terms and conditions of the lease commencement. Commission payment and the commission credit have been negotiated by Jones Lang LaSalle, representing GSA. Commissions for this lease are negotiated at the total firm term value of the lease for a total value of the lease. It is the agreement between the government, landlord, and Jones Lang LaSalle that the property of the total commission (equaling to the shell rent and was evaluated in the Present Value Analysis prior to the award of the lease.

Successor-Lessor will pay the remaing commission amount, or to Jones Lang LaSalle. The prior Lessor paid in commissions at the time of lease signing, and the remainder (to be paid to Jones Lang LaSalle for this leasing transaction other than that identified in the SF-2 and attachments or as formally documented in a Supplemental Lease Agreement. Schedule for the government's commission credit, via rental reduction is as follows:

| Rental Period | Scheduled Monthly Rent | | Scheduled onthly Shell Rent | Commission Credit | | | Commission Credit Remaining | Adjusted Monthly Rent Payment | | |
|---------------|---------------------------|-----------|-----------------------------------|----------------------|---|----|-----------------------------------|-------------------------------------|--|--|
| Month 1 | \$ | 21,168.50 | \$ 14,211.05 | \$ | | | | | | |
| Month 2 | \$ | 21,168.50 | \$ 14,211.05 | \$ | | | | | | |
| Month 3 | \$ | 21,168.50 | \$ 14,211.05 | \$ | | | KEMPT(t | (| | |
| Months 4-120 | \$ | 21,168.50 | \$ 14,211.05 | \$ | - | \$ | | \$ 21,168.50 | | |

Payment of the commissions to Jones Lang LaSalle will be paid in accordance with the agreement between the Successor-Lessor and Jones Lang LaSalle but not later than at the acceptance and occupancy of the space. No additional commissions are to be paid to Jones Lang LaSalle for this leasing transaction formally documented in Supplemental Lease Agreement # 2.

INITIALS: LESSOR & M GOV'T