

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE: <i>1-13-2011</i>
	TO LEASE NO. GS-05B-18316	

ADDRESS OF PREMISES **101 FIRST STREET
BAY CITY, MICHIGAN 48708-5746**

THIS AGREEMENT made and entered into this date by and between **RIVERFRONT LEASING LLC**

whose address is **471 OTIS LANE
AUGRES, MICHIGAN 48703-9718**

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

WHEREAS, the parties hereto desire to amend the above Lease and revise the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 11, 2011, as follows:

- Paragraph 3 of the SF2 is deleted in its entirety and replaced with the following:

The Government shall pay the Lessor annual rent of \$192,488.40 at the rate of \$16,040.70 per month in arrears for Years 1-5*. The Government shall pay the Lessor annual rent of \$192,488.40 at the rate of \$16,040.708 per month in arrears for Years 6-10. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

Riverfront Leasing LLC
471 Otis Lane
AuGres, Michigan 48703-9718

* The annual rental rate for Years 1-5 does not include the amortized Tenant Improvement Allowance of \$77,365.00. The Tenant Improvement Allowance will not be paid upon the lease commencement date of September 1, 2010, but instead will be reconciled in a Supplemental Lease Agreement ("SLA") within one hundred and sixty (160) days of the lease commencement date.

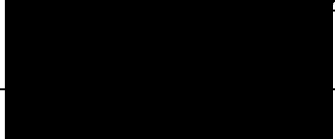
All other terms and conditions of the Lease shall remain in force and effect.

Page 1 of 3

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

LESSOR: RIVERFRONT LEASING LLC

ART MADORSKI

BY: 

MANAGER
(Title)

IN 
(Signature)

471 OTIS LANE AUGRES MI 48703
(Address)

UNITED STATES OF AMERICA
BY 

**CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
230 S. Dearborn, #3300, Chicago, IL 60604**
(Official Title)

2. Paragraph 16 of the SF2 is deleted in its entirety and replaced with the following:

16. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$77,365.00 toward the cost of the Tenant Improvements. The tenant build out cost of \$77,365.00 is amortized for a period of sixty (60) months at 7.5%. Therefore, the maximum amortized tenant build out costs are \$18,602.83 per annum or \$2.04 per rentable square foot. Actual Tenant Improvements will be negotiated and subject to change.

The Tenant Improvement Allowance will not be paid upon the lease commencement date of September 1, 2010, but instead will be reconciled in a Supplemental Lease Agreement ("SLA") within one hundred and sixty (160) days of the lease commencement date.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 7.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the lease term (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 7.5% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

3. Paragraph 26 of the SF2 is deleted in its entirety and replaced with the following:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. However, the annual rental rate for Years 1-5 does not include the amortized Tenant Improvement Allowance of \$77,365.00. The Tenant Improvement Allowance will not be paid upon the lease commencement date of September 1, 2010, but instead will be reconciled in a Supplemental Lease Agreement ("SLA") within sixty (60) days of the lease commencement date. Therefore, the total amount of the commission is [REDACTED]. See calculation below. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

5 Firm Term										
Shell										
0	Original (RSF)	Op Costs (RSF)	Amortized Security	Amortized Tls	Free Rent	Shell Gross/SF	Annual Amount	Annual % Change (Shell)	\$/SF Shell Increase	
1	\$ 15.61	\$ 5.45	\$ -	\$ -		\$ 21.06	\$ 192,488.40	0.00%	0.00	
2	\$ 15.61	\$ 5.45	\$ -	\$ -		\$ 21.06	\$ 192,488.40	0.00%	0.00	
3	\$ 15.61	\$ 5.45	\$ -	\$ -		\$ 21.06	\$ 192,488.40	0.00%	0.00	
4	\$ 15.61	\$ 5.45	\$ -	\$ -		\$ 21.06	\$ 192,488.40	0.00%	0.00	
5	\$ 15.61	\$ 5.45	\$ -	\$ -		\$ 21.06	\$ 192,488.40	0.00%	0.00	

Lump Sum and Broker Credit Calculation									
Rentable SF	Rental Rate per RSF	Firm Period	Broker %	\$/SF	Total Lump Sum	Rebate	Commission Credit	Broker Commission	
9,140	\$21.06	5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total: [REDACTED]

Commission Credit Calculation for SF2

Monthly Shell Rent	\$11,887.27
# of Months Credit Deducted	2 Month(s)
Monthly Credit	[REDACTED]
Adjusted Shell Rent	[REDACTED]
Opex, TI & BS	\$4,153.43
Adjusted Monthly Rent	[REDACTED]

INITIALS: *[Signature]* & *[Signature]*
LESSOR GOVERNMENT

Notwithstanding Paragraph 3 of this 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 \$16,040.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$16,040.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

INITIALS: A-M & JMO
 LESSOR GOVERNMENT