

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-05B-18690	DATE 9/12/12	PAGE 9/	1 of 2
ADDRESS OF PREMISES 339 E. LIBERTY STREET, ANN ARBOR, MI 48104-2258				

THIS AGREEMENT, made and entered into this date by and between HANDICRAFT LLC

whose address is 339 E. LIBERTY STREET, SUITE 200
ANN ARBOR, MI 48104-2258

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 July 1, 2012, as follows: Supplemental Lease Agreement No. 1 is issued to establish the substantial completion date, document monthly rent, document final tenant improvement costs, 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:

Approximately 3,400 rentable square feet (approximately 3,400 ANSI BOMA office area square feet) of space on the 3rd floor at Handicraft Building, 339 East Liberty Street, Ann Arbor, Michigan 48104-2258 (as described in Exhibit B attached hereto) to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 0.0%. Actual amount of space may exceed 3,400 ANSI BOMA office area square feet at no additional cost to the Government."

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 a ten (10) year term beginning July 1, 2012 through June 30, 2022, subject to termination and renewal rights, if any, as may be hereinafter set forth."

Continued on Pages 2 and 3

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

LESSOR: HANDICRAFT LLC

SIGNATURE	[REDACTED]	NAME OF SIGNER	Daniel J. Cramer
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ADDRESS	339 E. Liberty Ste. 200 Ann Arbor, MI 48104
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IN PRESENCE OF

NAME OF SIGNER	Janette Seile Carras
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SIGNER	TINA CHURCH
TITLE OF SIGNER	
CONTRACTING OFFICER	

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

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

Term	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
7/1/12 - 6/30/17	\$18.94	\$6.88	\$8.79	\$34.61	\$117,674.00	\$9,806.17
7/1/17 - 6/30/22	\$20.94	\$6.88	\$0.00	\$27.82	\$94,588.00	\$7,882.33

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18690. Rent for a lesser period shall be prorated. Rent will be paid electronically to the account listed in CCR/SAM:

Handicraft LLC
339 E. Liberty Street, Suite 200
Ann Arbor, MI 48104-2258

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

"4. The Government may terminate this lease at any time after June 30, 2017 year by giving at least ninety (90) days 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."

5. Section 16 of the Lease is hereby replaced with the following:

"16. 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] 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, only [REDACTED] will be payable to Studley when the Lease is awarded. The remaining [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 \$9,806.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.
 Second Month's Rental Payment \$9,806.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.
 Third Month's Rental Payment \$9,806.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.
 Fourth Month's Rental Payment \$9,806.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent."

Initials	
Gov't	Lessor
[Signature]	DJC

6. Section 20 of the Lease is hereby replaced with the following:

"20. The date of substantial completion and acceptance of the premises, and the anniversary date for annual escalations and operating cost adjustments is established as July 1, 2012."

7. Section 22 of the Lease is hereby replaced with the following:

"22. The total cost of the Tenant Improvements including all approved change orders is \$227,236.75. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$104,421.61. The remaining balance of \$122,815.14 shall be amortized monthly into the rent at the rate of 8.0% over the firm term of 60 months.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS 0024198** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181"

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

"24. The Lessor's DUNS number is 969028054. The lessor's tax identification number is [REDACTED]."

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

END OF SLA No. 1

Initials	
Govt	Lessor
<i>[Signature]</i>	<i>[Signature]</i>