

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
FOR GOVERNMENT USE
ONLY

3/16/10

TO LEASE NO.
GS-05B-18143

ADDRESS OF PREMISES

American Center, 27777 Franklin Road, Southfield, Michigan 48034-2337

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

American Center LLC
One Towne Square
Whose address is Suite 1600
Southfield, Michigan 48076-3732

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

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

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective February 15, 2010 as follows:

Supplemental Lease Agreement Number 1 is hereby issued to commence rental payments to the Lessor for vacant space.

Therefore, Paragraph 2 of Standard Form 2 is deleted and replaced with:

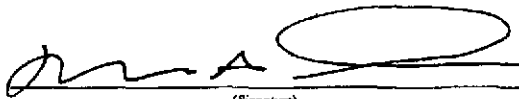
"To have and to hold the said premises with their appurtenances for the term commencing on February 15th, 2010 and continuing through February 14th, 2020 inclusive, subject to terms stated within."

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

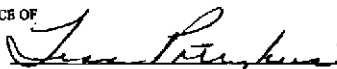
IN WITNESS WHEREOF, the parties subscribed their names as of the above date. PAGE 1 OF 3

LESSOR American Center LLC

BY

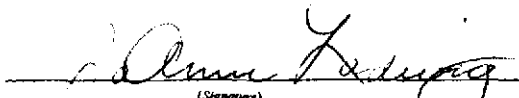

(Signature) Secretary (Title)

IN PRESENCE OF


(Signature) One Towne Sq., #1600, Southfield, MI 48076
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY


(Signature) CONTRACTING OFFICER
(Official Title)

Supplemental Lease Agreement Number 1

Lease GS-05B-18143

Page 2 of 3

Paragraph 3 of Standard Form 2 and Paragraph 16 of the Attachment to the Standard Form 2 are deleted and replaced with:

"Payment shall commence for the vacant space due to tenant agency delay. The annual rent will include \$6,750.00 of Tenant Improvements incurred to date amortized at 9% over 60 months and an adjustment for vacant premises to the operating expense. Once construction is complete and the space is accepted by the Government for occupancy, any additional Tenant Improvements incurred will be amortized over the remaining firm term of the lease and the operating rate will be reinstated without the subtraction of adjustment for vacant premises. The rent will be adjusted accordingly by Supplemental Lease Agreement.

The **Total Annual Rent** for approximately 3,108 rentable square feet / 2,750 ANSI/BOMA office area square feet and (7) seven contiguous covered parking spaces is as follows:

	<u>Annual Rent</u>	<u>Shell/RSF</u>	<u>Operating/RSF</u>	<u>Taxes/RSF</u>	<u>Parking/RSF</u>	<u>TI's/RSF</u>
Years 1-5:	\$87,692.65	\$15.70	\$5.58	\$3.02	\$3.38	\$0.54
Years 6-10:	\$71,838.74	\$11.14	\$5.58	\$3.02	\$3.38	N/A

The Operating Cost Base is being reduced from \$5.62/RSF or \$17,466.96 to \$5.58/RSF \$17,329.46 due to the adjustment for vacant premises of \$0.05/USF. The operating cost is subject to escalation as set forth in the lease.

Rent shall be paid monthly in arrears. The Lessor and the Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18143. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:

American Center, LLC
One Towne Square, Suite 1600
Southfield, Michigan 48076-3732"

Gov't  & Lessor 

Supplemental Lease Agreement Number 1
Lease GS-05B-18143

Page 3 of 3

Paragraph 17 of the Attachment to the Standard Form 2 is deleted and replaced with:

"The tenant buildout will conform to the specifications in SFO GS-05B-18143 and are to be provided by the Lessor as part of the total rental payment. The tenant improvement costs incurred to date are \$6,750.00 and are amortized for a period of 60 months at 9.0%. The amortized tenant improvement costs are \$1,681.43 or \$0.54 per rentable square foot. In the event that further TI costs are incurred in the future up to the total TI allowance of \$113,416.32, these additional costs will be amortized at 9% over the remaining firm term."

Paragraph 18 of the Attachment to the Standard Form 2 is deleted and replaced with:

"In accordance with Paragraph 1.13 (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] percent of the firm term value of this lease ("Commission"). The total amount of the estimated Commission is [REDACTED], based on Annual Rent of [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 due and owing 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 each month until fully recaptured.

First Month's Rental Payment of \$7,307.72 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
First Month's adjusted rent.

Second Month's Rental Payment of \$7,307.72 minus prorated Commission Credit of [REDACTED] equals
\$[REDACTED] Second Month's adjusted rent.

Third Month's Rental Payment of \$7,307.72 minus prorated Commission Credit of [REDACTED] equals
[REDACTED] Third Month's adjusted rent.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant buildout amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate. The Remaining Broker's Commission is payable to:

[REDACTED]

Gov't  & Lessor 