

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE

10/21/10

TO LEASE NO.
GS-05B-17728

ADDRESS OF PREMISES **901 N. Saginaw Street,
Flint, Michigan**

THIS AGREEMENT, made and entered into this date by and between **Elba Road Development, LLC**

whose address is **4835 Towne Centre Road, Suite 100
Saginaw, Michigan 48604**

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

WHEREAS, the **Government** has provided its design intent drawings to the Lessor; and **WHEREAS**, the **Lessor** has used such intents to develop construction drawings; and **WHEREAS**, the **Lessor** has provided pricing for such tenant improvements associated with the aforementioned drawings;

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 as follows:

Supplemental Lease Agreement (SLA) No. 3 to Lease GS-05B-17728, is hereby issued to provide the Notice to Proceed to construct Tenant Improvements, as further described below.

The Lessor is hereby authorized to Proceed with constructing the tenant improvements for an amount not to exceed \$475,919.79, as stated in the TI Cost Proposal dated August 30, 2010 and further described in the Construction Drawings dated 5/27/10, including revisions noted on Construction Bulletin #1 dated 7/21/2010 and Construction Bulletin #2 dated 8/1/2010. Please refer to Attachment No. 1 for more details in regards to the TI Cost Proposal and Construction Drawings.

Upon substantial completion and acceptance of said space, the Government shall issue a subsequent SLA reconciling all Tenant Improvement Costs to include changes, if any.

With this Notice to Proceed, the Lessor hereby agrees to provide the following:

- All permits, such as, but not limited to, building, plumbing, HVAC, electrical, fire alarm, and occupancy permits for the work described in the Construction Drawings.
- All needed materials and labor for accomplishing the work described in Attachment No. 1.
- The date of substantial completion will be determined through subsequent SLA. Substantial completion shall include, but not limited, installation of systems furniture, telecommunications, and receipt or approval of the Certificate of Occupancy.

Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advance, in writing, by the Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in Attachment # 1. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

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.

LESSOR

BY

IN PRESENCE

(Signature)

Manager

INISTRATION

Diana K. George
(CONTRACTING OFFICER)