

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Lease Agreement No. 2	Date 5-25-11
	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
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, commence the firm lease term, establish the final tenant improvement cost, reconcile the rental rate, commission and commission credit accordingly.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective February 28, 2011, as follows:

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

“TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning September 1, 2010 through August 31, 2020, subject to termination rights.”

2. 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 the period beginning September 1, 2010 and ending February 28, 2011. The Government shall pay the Lessor annual rent of \$211,027.51 at the rate of \$17,585.63 per month in

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

LESSOR: RIVERFRONT LEASING LLC

BY: _____

MANAGER

(Title)

IN P _____

471 OTIS LANE AUGRES MI 48703

(Address)

(Signature)

UNITED STATES OF AMERICA

BY _____

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

arrears for the period beginning March 1, 2011 and ending February 28, 2016. The Government shall pay the Lessor annual rent of \$192,488.40 at the rate of \$16,040.70 per month in arrears for the period beginning March 1, 2016 and ending August 31, 2020. 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

3. Paragraph 4 of the SF2 is deleted in its entirety and replaced with the following:

"The Government may terminate this lease at any time after February 28, 2016 by giving at least ninety (90) days' notice 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."

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

"In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$77,100 or \$9.09 per USF, amortized through the rent for five (5) years at the rate of 7.50%. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above at \$18,539.11 per year. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer."

4. 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. The Tenant Improvement Allowance of \$77,100.00 will not be paid upon the lease commencement date of September 1, 2010 but instead will be reconciled in this Supplemental Lease Agreement ("SLA").

The total amount of the commission is [REDACTED]. 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.

6) Months 09/01/2010 - 02/28/2011											
0	Shell Original (RSF)	Op Costs (RSF)	Amortized Security	Amortized Tls	Free Rent	Shell Gross/SF	Annual Amount	Monthly Amount	Annual % Change (Shell)	\$/SF Shell Increase	
03/01/2011 - 02/28/2012	\$ 15.61	\$ 5.45	-	-	-	\$ 21.06	\$ 192,488.40	\$ 16,040.70	0.00%	0.00	

60) Months Term 03/01/2011 - 02/28/2016											
0	Shell Original (RSF)	Op Costs (RSF)	Amortized Security	Amortized Tls	Free Rent	Shell Gross/SF	Annual Amount	Monthly Amount	Annual % Change (Shell)	\$/SF Shell Increase	
03/01/2011 - 02/28/2012	\$ 15.61	\$ 5.45	-	\$ 2.03	-	\$ 23.09	\$ 211,027.56	\$ 17,585.63	0.00%	0.00	
03/01/2012 - 02/28/2013	\$ 15.61	\$ 5.45	-	\$ 2.03	-	\$ 23.09	\$ 211,027.56	\$ 17,585.63	0.00%	0.00	
03/01/2013 - 02/28/2014	\$ 15.61	\$ 5.45	-	\$ 2.03	-	\$ 23.09	\$ 211,027.56	\$ 17,585.63	0.00%	0.00	
03/01/2014 - 02/28/2015	\$ 15.61	\$ 5.45	-	\$ 2.03	-	\$ 23.09	\$ 211,027.56	\$ 17,585.63	0.00%	0.00	
03/01/2015 - 02/28/2016	\$ 15.61	\$ 5.45	-	\$ 2.03	-	\$ 23.09	\$ 211,027.56	\$ 17,585.63	0.00%	0.00	

Broker Commission and Commission Credit Calculation										
Rentable SF	Rental Rate per RSF	Rental Rate per Month	Period (Months)	Rental Rate Per Period	Broker %	\$/SF	Total Lump Sum	Rebate	Commission Credit	Broker Commission
9,140	\$21.06	\$15,040.70	6	\$96,244.20	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9,140	\$23.09	\$17,585.63	60	\$1,055,137.80	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total:							[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

5. Paragraph 29 is added to the SF2:

"The Tenant Improvement Allowance is added to the rent as reconciled in this Supplemental Lease Agreement ("SLA") for the period of March 1, 2011 to February 28, 2016 and the commission increased in accordance with Paragraph 26. The commission credit also increased from [REDACTED] to [REDACTED] and the difference of [REDACTED] will reduce the monthly rent from [REDACTED] to [REDACTED] in the month following the execution of this SLA 2."

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