GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 1

DATE

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-05B-18359

ADDRESS OF PREMISES

Gateway Center

5402 Gateway Center Drive

Flint, Michigan, 48507-3918

This agreement, made and entered into this date by and between JFK INVESTMENT COMPANY LLC

Whose address is

43252 WOODWARD AVENUE, SUITE 210 BLOOMFIELD HILLS, MI 48302-5044

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

WHEREAS, the parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective October 17, 2011, as follows: Supplemental Lease Agreement No. 1 is issued to establish the substantial completion date, document monthly rent based on final tenant improvement costs and establish lump sum payment to be made upon completion of tenant improvements, and ostablish the final commission amount and credit. All other terms and conditions remain the same.

- I. Section 2 of Lease GS-05B-18359 is hereby replaced with the following:
 - "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning October 17, 2011 and continuing through October 16, 2021, subject to terms stated within.
- II. Section 3 of Lease GS-05B-18359 is hereby replaced with the following:

"3. The Government shall pay the Lessor annual rent at the following rate:

Period	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
10/17/11 – 10/16/16	\$27.54	\$70,944.86	\$5,912.07
10/17/16 - 10/16/21	\$22.28	\$57,393.28	\$4,782.77

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-18359. Rent for a lesser period shall be prorated. Rent shall be made payable to:

JFK INVESTMENT COMPANY LLC 43252 WOODWARD AVENUE, SUITE 210 BLOOMFIELD HILLS, MI 48302-5044

CONTINUED ON PAGES 2 AND 3 ATTACHED HERETO

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IN	Ž	bed their names as of the above	date.	
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ВY		Marze	1	
IN F			(Title)	
		43252 War	CADO ALE SCIEZIO (Address) BLOOMAGLO HIC MI 48302	بدو
UNI	TED STATES OF AMERICA		1000 at 150 at	
ву	TINA CHURCH		ntracting Officer	
	(Signature)	(4	Official Title)	

- III. Section 4 of Lease GS-05B-18359 is hereby replaced with the following:
 - "4. The Government may terminate this lease at any time after the October 16, 2016 by giving at least sixty (60) 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."
- IV. Sections 8 and 14 of Lease GS-05B-18359 is hereby replaced with the following:
 - "8. The total Tenant Improvement Cost, including all approved Change Orders is \$100,494.98. Therefore the total cost of the Tenant Improvements exceed the Allowance (\$98,950.00) by \$1,544.98. The tenant Improvement Allowance of \$98,950.00 (2,375 USF x \$41.66316) are amortized at 8% for a period of 60 months and included in the rent (\$9.35 per rentable square foot). The remaining \$1,544.98 will be paid by the Government upon completion and acceptance of the improvements via lump-sum payment.

The total Security Cost, including all approved Change Orders and security is \$29,838.00. Therefore the total cost of the Security exceeds the Allowance (\$17,800.00) by \$12,038.00. The Security Allowance of \$17,800.00 are amortized at 8% for a period of 60 months and included in the rent (\$1.68 per rentable square foot). The remaining \$12,038.00 will be paid by the Government upon completion and acceptance of the improvements via lump-sum payment.

Regarding this lump-sum payment of \$13,582.98 (\$1,544.98 + 12,038.00), please follow these instructions:

Create and include a unique invoice number on the invoice submitted for payment. If the Management Company submits the invoice, please include the name and address of the Management Company not the lessor. The vendor's or lessor's name and address must match the name address in the Pegasys vendor file.

Please cite PS Number PS0022009 on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. *Invoices submitted to Finance without the PS number are Immediately returned to the vendor or lessor.*

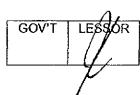
Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP) PO BOX 17181 Fort Worth, TX 76102"

V. Section 18 of Lease GS-05B-18174 is hereby replaced with the following:

"18. 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 ("Commission"). The total amount of the Commission is

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 described in Paragraph 2.5, only which is of the Commission, will be payable to Studley when the Lease is awarded. The remaining which is of the Commission ("Commission Credit"), shall be credited to the Government as follows:



The shell rental rate portion (excluding taxes) of the annual rental payments (\$20,917.12 / 12 months = \$1,743.09 per month) 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 throughout the sixth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

10/17/11 – 11/16/11:	First month payment of \$6,077.21 minus prorated Commission Credit of equals adjusted First Month's Rent.
11/17/11 – 12/16/11:	Second month payment of \$6,077.21 minus prorated Commission Credit of adjusted Second Month's Rent.
12/17/11 – 1/16/12:	Third month payment of \$6,077.21 minus prorated Commission Credit of adjusted Third Month's Rent.
1/17/12: - 2/16/12:	Fourth month payment of \$6,077.21 minus prorated Commission Credit of equals adjusted Fourth Month's Rent.
2/17/12 – 3/16/12:	Fifth month payment of \$6,077.21 minus prorated Commission Credit of equals adjusted Fifth Month's Rent.
3/17/12 – 4/16/12:	Sixth month payment of \$6,077.21 minus prorated Commission Credit of equals adjusted Sixth Month's Rent.

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

END OF SLA No. 1

