

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-05B-18671	DATE 11/9/11	PAGE 1 of 3
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ADDRESS OF PREMISES **1329 SOUTH DIVISION STREET, TRAVERSE CITY, MI 49684-4427**

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

whose address is **2JS Development, LLC
125 Park Street, Suite 475
Traverse City, MI 49684-3601**

Herein after 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 as of the date of this Supplemental Agreement 1, as follows:

This Supplemental Lease Agreement (SLA) No. 1 is issued to document the change in square footage as.

Paragraph 1 is deleted in its entirety and replaced with the following:

- The Lessor hereby Leases to the Government the following described premises:

9,890 rentable square feet, which yields 8,842 square feet of ANSI/BOMA Office Area square feet (USF) of office space on the ground floor of the building, to be built at 1329 S. Division Street, Traverse City, Michigan, 49684-4427 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are forty-five (45) on-site, surface parking spaces to be used by the Government employees and public patrons.

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

LESSOR ~~J28-DEVELOPMENT, LLC~~ **2JS Development, LLC**

SIGNATURE	NAME OF SIGNER
	GERALD A. SNOWDEN

ADDRESS **125 PARK STREET 475 TRAVERSE CITY, MI 49684**

IN PRESENCE OF

SIGNATURE	NAME OF SIGNER
	LAURA SIKI

ADDRESS **125 Park Street, Suite 475, Traverse City, MI 49684**

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
	MELISSA MCKENNA
	OFFICIAL TITLE OF SIGNER
	LEASE CONTRACTING OFFICER

Paragraph 3 is deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Effective on the day the space is accepted by the government rent shall follow for 9,890 rentable square feet, 8,842 ANSI/BOMA

Dates	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual	Total Monthly
Months 1 - 60	\$ 190,694.55	\$ 56,336.45	\$ 49,685.52	\$ 675.84	\$ 297,392.36	\$ 24,782.70
Months 61 - 120	\$ 202,658.63	\$ 56,336.45	\$ 49,685.52	\$ 675.84	\$ 309,356.44	\$ 25,779.70

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

2JS DEVELOPMENT, LLC
 125 Park Street, Suite 475
 Traverse City, MI 49684-3601

Paragraph 6 is deleted in its entirety and replaced with the following:

6. Rent includes a Tenant Improvement Allowance of \$41.24 per usable square foot, or \$364,664.08 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6.50%. In accordance with SFO paragraph 3.3, Tenant Improvements Rental Adjustment, the actual cost of the Tenant Improvements shall be reconciled and rent adjusted accordingly.

Fees applicable to Tenant Improvements shall not exceed:

- General Conditions and overhead and profit: five (5) percent of project cost
- General Contractor's fee: five (5) percent of project cost
- Architectural/Engineering: \$8,000.00 flat fee
- Lessor Project Management Fees: three (3) percent of project cost

Paragraph 8 is deleted in its entirety and replaced with the following:

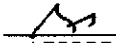

8. In accordance with SFO paragraph 2.5, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commission of [REDACTED] of the firm term 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 Lessor obtains the first construction draw for the development and (ii) the balance 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 [REDACTED] which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion, less real estate taxes, 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 until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

Months	Total Monthly Rent	Monthly Shell Rent (less real estate taxes)	Commission Credit	Total Net Monthly Rent
1	\$ 24,782.70	\$ 12,800.59	[REDACTED]	[REDACTED]
2	\$ 24,782.70	\$ 12,800.59	[REDACTED]	[REDACTED]
3-60	\$ 24,782.70	\$ 12,800.59	\$ -	\$ 24,782.70

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INITIALS:  LESSOR
 GOVT

GSA FORM 276 (REV. 8/2006)

INITIALS:  LESSOR &  GOVT

Paragraph 9 is deleted in its entirety and replaced with the following:

9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.118525 (9,890 RSF / 8,842 USF).

Paragraph 10 is deleted in its entirety and replaced with the following:

10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100.00%. The Real Estate Tax Base is also established as \$37,087.50 per annum.

Paragraph 11 is deleted in its entirety and replaced with the following:

11. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$56,336.45 per annum.

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