

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 5

DATE  
5-16-11

TO LEASE NO.  
GS-05B-18097

ADDRESS OF PREMISES

3045 Knapp Street NE, Grand Rapids, MI 49525-4517

THIS AGREEMENT, made and entered into this date by and between  
GRAND RAPIDS GSA PROPERTIES, LTD.  
an Ohio Limited Liability Company  
whose address is 4918 Milan Road  
Sandusky, OH 44870 - 5842

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

WHEREAS, the parties hereto desire to amend the above Lease to: (a) recognize the new owner of the property as successor-in-interest to this lease; (b) establish the terms of the new owner's assumption of this Lease; and (c) establish the lease commencement date, term, termination rights, the annual rental rate, commissions and commission credits effective March 28, 2011, as follows

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date, and this SLA 5 supercedes, overrides, and corrects any SLA4 previously as follows:

I. This Supplemental Lease Agreement (SLA) #5 establishes a change in ownership of the property and an assumption of the Lease, and amends certain portions of said Lease as set forth more fully herein.

1. The preamble to the Lease is hereby amended to state that the Lessor is:

GRAND RAPIDS GSA PROPERTIES, LTD.  
4918 Milan Road  
Sandusky, 44870 - 5842

Who has succeeded to the prior lessor's interest in the lease by virtue of the Owner's acquisition of title to the property evidenced by Warranty Deed.

2. Successor-Lessor hereby releases the Lessee (General Services Administration) from any and all liability from rental payments, lump sum items and reconciliation amounts which have been paid to form lessor, prior to execution of this SLA.

3. Successor-Lessor ratifies all previous action taken by the previous lessor with respect to the Lease, with the same force and effect as if the action had been taken by the Successor-Lessor.

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

LESSOR GRAND RAPIDS GSA PROPERTIES, LTD.

BY [Redacted]  
IN [Redacted]

MANAGER  
(Title)

4918 MILAN RD, SANDUSKY, OH 44870  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [Redacted]  
General

Lease Contracting Officer  
(Official Title)

4. Successor-Lessor hereby assumes, approves and adopts Lease Number GS-05B-18097, including all modifications, made between the Government and the former lessor before the effective date of this Supplemental Lease Agreement, and agrees to be bound by and to perform each and every term, covenant and condition contained in the Lease.
5. Successor-Lessor assumes all obligation and liabilities of and all claims and demands against, the former lessor, LGK Development, under the Lease in all respects as if the Successor-Lessor were the original party to the Lease.
6. The Successor-Lessor's Taxpayer Identification Number is [REDACTED]
7. Paragraph 3 of the Lease is hereby amended in part to state the rental Payment shall be payable to:  
 Grand Rapids GSA Properties, LTD  
 4918 Milan Road  
 Sandusky, OH 44870 - 5842
8. Day-to-day management of the Lease on behalf of the Successor-Lessor has been designated to:  
 John M. Hoty  
 Grand Rapids GSA Properties, LTD  
 4918 Milan Road  
 Sandusky, OH 44870 - 5842

II. Paragraph 2 of this lease is deleted in its entirety and substituted with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 28, 2011 through March 27, 2021, subject to termination and renewal rights as may be hereinafter set forth herein.

III. Paragraph 3 of this lease is deleted in its entirety and substituted with the following:

The government shall pay the Successor-Lessor annual rent payable monthly in arrears according to the following schedule:

DATES	SHELL	BASE YEAR TAXES	BASE COST OF SERVICES	AMORTIZED TENANT IMPROVEMENTS	BUILDING SPECIFIC SECURITY	TOTAL ANNUAL RENT	TOTAL MONTHLY RENT
MARCH 28TH, 2011 THRU MARCH 27TH, 2021	\$454,537.75	\$97,755.34	\$126,287.99	\$119,212.23	\$0.00	\$797,793.31	\$66,482.78

Rent for a lesser period shall be prorated. Rent Checks shall be made payable to:  
 Grand Rapids GSA Properties, LTD  
 4918 Milan Road  
 Sandusky, OH 44870 - 5842

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INITIALS: JMH LESSOR & J GOVT

Supplemental Lease Agreement  
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IV. Paragraph 26 of the lease contract is deleted in its entirety and replaced as follows:

Commission credits will be applied to the shell rent of the lease in equal monthly installments and rental payments shall be reduced by that amount in the first months of the lease until all credits have been applied. The reduction of the rent will not apply to the Operating Costs and amortized Tenant Improvements. Rental payments for OC and TI will be paid in accordance with the terms and conditions of the lease commencement. Commission payment and the commission credit have been negotiated by Jones Lang LaSalle, representing GSA. Commissions for this lease are negotiated at [REDACTED] of the total firm term value of the lease for a total value of [REDACTED]. It is the agreement between the government, landlord, and Jones Lang LaSalle that [REDACTED] of the total commission (equaling [REDACTED]) negotiated on this lease will be applied to the shell rent and was evaluated in the Present Value Analysis prior to the award of the lease.

Successor-Lessor will pay the remaining commission amount, or [REDACTED], to Jones Lang LaSalle. The prior Lessor paid [REDACTED] in commissions at the time of lease signing, and the remainder [REDACTED] will be due no later the date the government accepts the space. No additional commissions are to be paid to Jones Lang LaSalle for this leasing transaction other than that identified in the SF-2 and attachments or as formally documented in a Supplemental Lease Agreement. Schedule for the government's commission credit, via rental reduction is as follows:

DATES	SHELL	BASE YEAR TAXES	BASE COST OF SERVICES	AMORTIZED TENANT IMPROVEMENTS	BUILDING SPECIFIC SECURITY	TOTAL ANNUAL RENT	TOTAL MONTHLY RENT
MARCH 28TH 2011 THRU MARCH 27TH 2021	\$454,587.75	\$97,755.34	\$126,287.99	\$119,212.23	\$0.00	\$797,793.31	\$66,482.78
MONTHLY RENT:	\$37,878.15	\$8,146.78	\$10,524.00	\$9,834.35	\$0.00	\$66,482.78	
FUEL TERM	10 YEARS						
RRM TERM	10 YEARS						
FIRM TERM VALUE:	\$7,977,933.11 (30 X \$265,931.10)						
TOTAL COMMISSIONS:	[REDACTED]						
COMMISSION REDUCED:	TOTAL	TOTAL PAID	TOTAL DEF	TOTAL DEF	TOTAL DEF	TOTAL DEF	TOTAL DEF
ILL:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AGENCY:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
RENT PERIOD	SCHEDULED RENT	SCHEDULED SHELL PAID	COMMISSION CREDIT	REMAINING COMMISSION CREDIT	ADJUSTED MONTHLY RENT DUE		
MONTH 1	\$66,482.78	\$37,878.15	[REDACTED]	[REDACTED]	[REDACTED]		
MONTH 2	\$66,482.78	\$37,878.15	[REDACTED]	[REDACTED]	[REDACTED]		
MONTH 3 - 120	\$66,482.78	\$37,878.15	\$0.00	\$0.00	\$66,482.78		

Payment of the commissions to Jones Lang LaSalle will be paid in accordance with the agreement between the Successor-Lessor and Jones Lang LaSalle but not later than at the acceptance and occupancy of the space. No additional commissions are to be paid to Jones Lang LaSalle for this leasing transaction formally documented in Supplemental Lease Agreement # 4.

Supplemental Lease Agreement  
SLA5:GS-05B-18057

INITIALS: JML LESSOR & G GOVT