GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE AMENDMENT ADDRESS OF PREMISES 933 Lapeer Avenue Port Huron, MI 48060 LEASE AMENDMENT No. 3 TO LEASE AMENDMENT No. 3 TO LEASE NO. GS-05B-18430 PDN Number: PS0026653

THIS AMENDMENT is made and entered into between WSSA PH933 LLC

whose address is:

140 East Second Street, Suite 220

Flint, Michigan 48502

hereinafter 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective November 6, 2013 as follows:

This Lease Amendment No. 3 is issued to document the acceptance of the premises, establish the date of occupancy, confirm final square footage, establish parking requirements, establish the final rental schedule, state the total Tenant Improvements and amortization costs, commence the rent, and update Broker Commission and Commission Credit.

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

This Lease Amendment contains 4 pages.

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 below date.

FOR THE LESSOR: WSSA PH933 LLC	FOR THE GOVERNMENT:
Signature: Name: Title: Entity Name: Date: Name Name	Signature: Name: 10F Title: GSA, Public Buildings Service, Date: 12 12 2013
WITNESSED FOR THE LESSOR BY:	
Signature: Name: Title: Date: Annula Kallestals Annula Kal	

Paragraph on Page 1 of Lease # GS-05B-18430 memorializing the lease terms is deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on **November 6, 2013** and continuing through November 5, 2023. The lease term is ten (10) years, ten (10) years firm, subject to termination and renewal rights."

Paragraph 1.01 - "The Premises" of Lease # GS-05B-18430 is deleted in its entirety and replaced with the following:

"The office and related space square footage shall be 5,314 rentable square feet (RSF), yielding 5,142 ANSI/BOMA Office Area (ABOA)."

Paragraph 1.02 – "Express Appurtenant Rights" of Lease # GS-05B-18430, paragraph A. Parking is deleted in its entirety and replaced with the following:

"A. <u>Parking</u>: 15 parking spaces as depicted on the plan attached hereto as Exhibit <u>B</u> of which 15 shall be secured, surface parking spaces reserved for the exclusive use of the Government. In addition, the Lessor shall provide 39 additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

Paragraph 1.03 – "Rent and Other Considerations" of Lease # GS-05B-18430, Paragraph A and G are deleted in its entirety and replaced with the following:

"A. The Government shall pay the Lessor annual rent as follows:

EFFECTIVE DATE 11/06/2013-11/05/2023	ANNUAL RENT	MONTHLY RATE/RSF	
SHELL RENTAL RATE	\$99,283.27	\$8,273.60	
TENANT IMPROVEMENTS RENTAL RATE*	\$25,355.92	\$2,112.99	
OPERATING COSTS*	\$42,732.20	\$3,561.01	
ADDITIONAL PARKING SPACES	\$28,080.00	\$2,340.00	
FULL SERVICE RATE	\$195,451.39	\$16,287.60	

^{*}The Tenant Improvements Allowance is amortized at a rate of 7.00 percent per annum for 10 years.

G. 15 parking spaces shall be provided at a rate of \$00.00 per parking space per month (Structure), and \$00.00 per parking space per month (Surface). Additional parking of 39 parking spaces shall be provided at a rate of \$2,340.00 per month (\$60.00 per parking space) or \$28,080.00 per year."

Paragraph 1.04 – "Broker Commission and Commission Credit" of Lease # GS-05B-18430 is deleted in its entirety and replaced with the following:

"Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission, will be payable to Jones Lang LaSalle with the remaining which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the

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rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$16,287.60 minus prorated Commission Credit of equals adjusted 1st Month's Rent.

Month 2 Rental Payment \$16,287.60 minus prorated Commission Credit of equals adjusted 2nd Month's Rent.

Month 3 Rental Payment \$16,287.60 minus prorated Commission Credit of equals equals adjusted 3rd Month's Rent "

Paragraph 1.08 – "Tenant Improvement Allowance" of Lease # GS-05B-18430 is deleted in its entirety and replaced with the following:

"The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall be \$742,815.62 (original approved amount in the Notice to Proceed dated June 13, 2013 of \$725,685.31 and the approved change orders CO1 thru CO7 which total \$17,130.31). The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Tenant Improvement costs in the amount totaling \$181,984.42 (\$35.391758 x 5,142 ABOA), shall be amortized for 120 Months in accordance with the lease agreement at an interest rate of seven percent (7.00%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$25,355.92 paid monthly in arrears in the amount of \$2,112.99 and shall be part of the total monthly rental payment as referenced above in Paragraph 1.03. The remaining \$560,831.20 shall be paid to the Lessor from the Government via a one-time lump sum payment.

The amount of \$560,831.20 will be reimbursed via lump sum payment upon completion and acceptation by the Government. Please following the instructions below when submitting invoices for payment:

- GSA procedures require invoice(s) to contain a Pegasys Document Number (PDN). The PDN for this transaction is: PS0026653 Please ensure this number is included on ALL invoice(s) submitted to the finance center listed below.
- If another entity other than the Lessor submits the invoice(s), please include the name and address of the entity and not your company's information. The vendor's name and address must match the name and address of the payee of the lease document.
- 3. Please submit invoices electronically to <u>www.finance.gsa.gov</u>. Vendors or Lessor's unable to submit invoices electronically can submit directly to the Greater Southwest Finance Center with a copy sent to the Lease Contracting Officer. The invoice(s) should be mailed to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102

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The total project costs and reimbursable amount is \$560,831.20 as detailed below:

ltem	Description	NTP Date	Cost
	Contract Amount	06/13/2013	\$725,685.31
1	Change Order #1 – Purchase and installation of an Auto Paper Towel Dispenser.	09/06/2013	
2	Change Order #2 – Installation of the	09/06/2013	
3	Change Order #3 – Credit associated with deletion of hollow metal door frames.	10/22/2013	
4	Change Order #4 – Remaining costs associated with the fire alarm installation.	10/22/2013	
	Change Order #5 – Installation of 4'-0"		
		10/28/2013	
6	Change Order #6-Installation of Outdoor reader stand and enclosure	11/06/2013	
7	Change Order #7-Furnish and Install	11/19/2013	
		TOTAL	\$742,815.62

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

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