

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. <b>GS-05B-18430</b>
ADDRESS OF PREMISES 933 Lapeer Avenue Port Huron, MI 48060	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**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: MEMBER  
 Entity Name: WSSA PH933 LLC  
 Date: 12/9/2013

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: for \_\_\_\_\_  
 Title: \_\_\_\_\_  
 GSA, Public Buildings Service,  
 Date: 12/12/2013

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: NOAH KLADSTAD  
 Title: BOOKKEEPER  
 Date: 12/19/13

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. Parking: 15 parking spaces as depicted on the plan attached hereto as Exhibit B 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
<b>FULL SERVICE RATE</b>	<b>\$195,451.39</b>	<b>\$16,287.60</b>

\*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 [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Jones Lang LaSalle** with the remaining [REDACTED], 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

INITIALS: SL & J.T.  
LESSOR & GOV'T





