

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

SUPPLEMENTAL AGREEMENT
NO. 10

DATE

11/3/2013

PS0024379

TO LEASE NO.
GS-05B-17968

ADDRESS OF PREMISES **Federal Office Building
225 North High Street
Muncie, Indiana 47305-1648**

THIS AGREEMENT, made and entered into this date by and between **Federal Building, LLC**

whose address is **121 E. Front Street - # 304
Traverse City, MI 49684-2571**

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

WHEREAS, the **Government** has provided its design intent drawings to the Lessor; and
WHEREAS, the **Lessor** has used such intents to develop construction drawings; and
WHEREAS, the **Lessor** has provided pricing for such tenant improvements associated with the aforementioned drawings; and
WHEREAS, a Notice-to-Proceed has been issued for Tenant Improvements in the amount not-to-exceed **\$117,551.14**; and
WHEREAS, a Notice-to-Proceed has been issued for **Change Orders #1-3** in the amount of exactly **\$72,353.40**; and
WHEREAS, a Notice-to-Proceed has been issued for Tenant Improvements in the amount not-to-exceed **\$122,188.18** modifying the original Notice-to-proceed by an increase of **\$4,637.04**; and
WHEREAS, a Notice-to-Proceed has been issued for Tenant Improvements in the amount not-to-exceed **\$122,669.68** modifying the original Notice-to-proceed by an increase of **\$481.50**; and
WHEREAS, a Notice-to-Proceed has been issued for **Change Order #4** in the amount of exactly **\$1,123.50**; and
WHEREAS, a Notice-to-Proceed has been issued for Tenant Improvements for **Change Order #6 (Change order #5 has no financial impact on the project)** in the amount not-to-exceed **\$125,558.68** modifying the original Notice-to-proceed by an increase of **\$2,889.00**; and
WHEREAS, a Notice-to-Proceed has been issued for **Change Order #7** in the amount of exactly **\$2,942.50**; and
WHEREAS, a Notice-to-Proceed has been issued for **Change Order #8** in the amount of exactly **\$1,377.09**;
WHEREAS, the space at **225 N. High Street, Muncie, Indiana, 47305-1648** was inspected and accepted December 14, 2012;

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 as follows:

Lease Amendment (LA) No. 10 to Lease GS-05B-17968, is hereby issued to establish the lease commencement, the effective date of the lease, annual rent amount, clarify the rate structure of lease payments (attachment 1), and clarify the actual Tenant improvement expenditure..

Therefore, paragraphs Nos. 2, 3, 7, 9, 14, and 29, of GSA Form SF-2, U.S. Government Lease for Real Property number GS-05B-17968 are deleted in their entirety and substituted in lieu thereof;

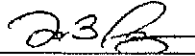
2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for a term of ten (10) years, with a firm term of seven (7) Years and 15 days, effective Monday, December 17, 2012 and continuing through December 31, 2022. The firm term of the lease runs from 12/17/12 through 12/31/19.

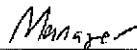
This Lease Amendment contains (3) pages

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

LESSOR **Federal Building, LLC**

BY


(Signature)



(Title)

IN PRESENCE OF



(Signature)



(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY


(Signature)

Malinda E. Pennington

(CONTRACTING OFFICER)

3. The Government shall pay the Lessor annual rent of \$102,824.61 (\$25.40/RSF - \$29.01/USF) at the rate of \$8,568.72 per month, in arrears, for seven (7) years, and consists of: shell rent (including taxes); \$59,708 (\$14.75/RSF or \$16.84/USF), operating expenses; \$19,632.80 (\$4.85/RSF or \$5.53/USF) and \$23,483.82 (\$5.80/RSF or \$6.63/USF) in amortized Tenant improvements over 84 months at a rate of 8.00%. Rent for a lesser period shall be prorated. The rental payment for the 1st month of lease will be prorated for 15 days.

The Government shall pay the Lessor annual rent of \$79,340.80 for years 8-10 (\$19.60 RSF - \$22.39/USF) at the rate of \$6,611.73 per month, in arrears, and consists of: shell rent (including taxes); \$59,708 (\$14.75/RSF or \$16.84/USF) and operating expenses; \$19,632.80 (\$4.85/RSF or \$5.53/USF).

Rent Period	Scheduled Annual Rent	Scheduled Monthly Rent
Years 1-7	102,824.61	\$8,568.72
Years 8-10	\$79,340.80	\$6,611.73

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:

FEDERAL BUILDING, LLC
121 E. Front Street - # 304
Traverse City, MI 49684-2571

7. Rent includes a Tenant Improvement Allowance of \$35.44 per usable square foot, or \$125,558.68 to be amortized through the rent over the firm term of the Lease (84 months) at the rate of 8.00%. The total annual costs of the Tenant Improvements is amortized at \$23,483.82 (\$5.80/RSF or \$6.63/USF) per annum. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

Fees applicable to Tenant Improvements shall not exceed:

- General Conditions; [REDACTED] of the total subcontractors cost
- General Contractor: [REDACTED] of total subcontractors cost
- Architectural/Engineering: a flat fee of [REDACTED]
- Lessor Project Management Fees: [REDACTED] of the total subcontractors cost
- Other fees; [REDACTED] for permit fees and [REDACTED] for furniture moving fees

9. The effective date of Lease #GS-05B-17968, is December 17, 2012.

14. In accordance with SFO paragraph 4.1, Measurement of Space, the common area factor is established as 1.142212190 (4,048 RSF / 3,544 USF).

29. 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] (Calculated: \$102,824.62 annual rent x 7 years = \$719,772.34 x [REDACTED] = [REDACTED]). 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 [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 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:

LESSOR: BL GOV'T: MP

29. Cont'd

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	\$4,284.36	\$2,487.84	\$0.00	\$4,284.36
2	\$8,568.72	\$4,975.67		
3	\$8,568.72	\$4,975.67		
4-84	\$8,568.72	\$4,975.67	\$0.00	\$8,568.72
85-96	\$6,611.73	\$4,975.67	\$0.00	\$6,611.73
97-108	\$6,611.73	\$4,975.67	\$0.00	\$6,611.73
109-120	\$6,611.73	\$4,975.67	\$0.00	\$6,611.73

LESSOR: 23 GOV'T: MP