

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE

9.10.10

TO LEASE NO.
GS-05B-17891

ADDRESS OF PREMISES

1025 Commerce Drive
Marquette, Michigan 49855-8694

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

whose address is Orlich Office Complex LLC
1901 W. Ridge Street
Marquette, MI 49855-3198

WHEREAS, the parties hereto desire to amend the above Lease by correcting the common area factor and modifying the operating costs (due to increase costs for a restroom/shower not in original offer), therefore adjusting the rent and the operating cost base.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1, 2010, as follows:

Therefore, the following 5 items commemorate the changes:

Item #1 Paragraph 1 is hereby deleted in its entirety and replaced by the following:

"The Lessor hereby leases to the Government the following described premises:

- A total of 5,175 rentable square feet (RSF) of office and related space, which yields 4,950 ANSI/BOMA Office Area square feet (USF) of space at Orlich Office Complex II, 1025 Commerce Drive, Marquette, MI 49855-8694 as indicated on the attached Floor Plan, 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 ten (10) parking spaces for exclusive use of the Government employees and patrons. The 10 surface parking spaces are included in the rent at a cost of \$0 per space per annum.
- The common area factor for the leased premises occupied by the Government is established as 1.04545 (see "Common Area Factor" paragraph of the lease).
- The leased premises occupied by the Government for real estate tax adjustments is established as 71.90% (see also "Percentage Occupancy" paragraph of the lease)."

(Page 1 of 2)

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

LESSOR

BY

IN PRESENCE

OWNER

(Title)

1901 W. Ridge ST. MARIQUETTE, MI

(Address)

UNITED STATES GENERAL SERVICES ADMINISTRATION

BY

11/10/10 Contracting Officer

(Official Title)

Item #2 Paragraph 3 is hereby deleted in its entirety and replaced with the following:

- "3. The Government shall pay the Lessor annual rent of \$153,871.50 at the rate of \$12,822.63 per month in arrears for years 1-10. Annual rent for years 11-15 shall increase by \$17,044.50. Accumulated operating cost adjustments are included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Orlich Office Complex LLC
1901 W Ridge Street
Marquette, MI 49855-3198"

Item #3 Paragraph 9 is hereby deleted in its entirety and replaced with the following:

- "9. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provisions of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 4,950 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Rental is subject to a physical mutual measurement and will be based on the rate of \$31.08 per ANSI/BOMA Office Area square foot (USF) and the actual USF in accordance with Paragraph 27, "PAYMENT" of the GENERAL CLAUSES. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum USF requested in Paragraph 1.1 "AMOUNT AND TYPE OF SPACE" of the Solicitation for Offers (SFO).

Item #4 Paragraph 10 is hereby deleted in its entirety and replaced with the following:

- "10. In accordance with Paragraph 4.1 of the SFO, the Common Area Factor is established as 1.04545 (5,175 RSF / 4,950 USF)."

Item #5 Paragraph 11 is hereby deleted in its entirety and replaced with the following:

- "11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 is \$37,009.95 per annum or \$7.15 per rentable square foot for 5,175 square feet of rentable office space. This equates to a rate of \$7.48 per usable square foot."

All other terms and conditions of the Lease shall remain in force and effect.

Lessor [Signature] 8/17/10 (initials & date)
Government [Signature] 8/17/10 (initials & date)