

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE 4/5/10

TO LEASE NO.
GS-05B-18174

ADDRESS OF PREMISES Riverview Center
678 Front Avenue NW
Grand Rapids, Michigan, 49504-5300

This agreement, made and entered into this date by and between

Riverview Center LLC
161 Ottawa Avenue NW, Suite 104
Grand Rapids, MI 49503-2713

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

WHEREAS, the parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective upon the date of this agreement, as follows: Supplemental Lease Agreement No. 1 is issued to adjust the rentable and usable square footages, adjust the percentage of occupancy, adjust the tenant improvement rental rate for the revised square footage, and adjust the commission amount. All other terms and conditions remain the same.

1. Section 1 of the lease GS-05B-18174 is hereby replaced with the following:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 5,135 rentable square feet (approximately 4,435 ANSI BOMA office area square feet) of space at Riverview Center, 678 Front Avenue NW, Grand Rapids, Michigan, 49504-5300. The rentable space consists of 4,613 RSF (3,985 ANSI BOMA office area square feet) on the second floor and 522 RSF (450 ANSI BOMA office area square feet) on the fourth floor (as described in the Amended Exhibit B attached hereto) to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 1.1578. Actual amount of space may exceed 4,435 ANSI BOMA office area square feet at no additional cost to the Government.

CONTINUED ON PAGE 2 ATTACHED HERETO

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

LESSOR

BY

Minnage

(Title)

IN PRESENCE OF

(Address)

UNITED STATES OF AMERICA

BY TINA CHEN
(Signature)

Contracting Officer
(Official Title)

2. Section 3 of Lease GS-05B-18174 is hereby replaced with the following:

'3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

<u>TERM</u>	<u>RATE PER RSF</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
Years 1-5	\$22.01	\$9,418.45	\$113,021.35
Years 6-10	\$16.68	\$7,137.65	\$85,651.80

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree that this shall be a full service lease agreement in accordance with SFO GS-05B-18174. Rent for a lesser period shall be prorated. Rent payments shall be made payable to:

Riverview Center, LLC
 161 Ottawa Avenue NW, Suite 104
 Grand Rapids, MI 49503-2713
 TIN: 20-1317190
 DUNS: 14-9812021'

3. Section 9 of Lease GS-05B-18174 is hereby replaced with the following:

'9. In accordance with provisions of Paragraphs 4.2 Tax Adjustments, 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation for Offers GS-05B-18174, the following parameters are established:

(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$4.60 per rentable square foot. The base cost of services of \$4.60 per rentable square foot is based on \$23,621.00 per year and 5,135 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 3.57543% (5,135 RSF/ Total Building RSF of 143,619). The base year tax statement will be submitted within 60 calendar days after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base year is hereby established as 2010. The tax base is estimated to be \$1.33 per rentable square foot.

(c) The Adjustment for Vacant space is \$1.12 per useable square foot.

(d) The shell rental rate including taxes for Years 1-5 is established at \$46,863.41 per annum based on \$9.13 per rentable square foot for 5,135 rentable square feet. The shell rental rate including taxes for Years 6-10 is established as \$62,030.80 per annum based on \$12.08 per rentable square foot for 5,135 rentable square feet.

(e) The cost of seventeen (17) parking spaces in the building lot has been included in the annual rental rate at \$0.00 per year. Per the agency special requirements, the surface parking spaces can be fenced as part of the tenant improvement cost.'

4. Sections 15 through 18 of Lease GS-05B-18174 are hereby replaced with the following:

'15. In the event the actual amount of space exceeds 4,435 ANSI BOMA office area square feet, there will be no additional cost to the Government.

CONTINUED ON PAGE 3 ATTACHED HERETO

INITIALS	
GOV'T	LESSOR
dtc	[Signature]

16. The gross rental rate stated in Paragraph 3 includes the following amounts per RSF:

Term	Shell Rent Annual (Excl. Taxes)	Operating Expenses Annual	Taxes Annual	Tenant Improvements Annual	Building Specific Security
Years 1-5	\$7.80	\$4.60	\$1.33	\$8.14	\$0.14
Years 6-10	\$10.75	\$4.60	\$1.33	\$0.00	\$0.00

17. The tenant buildout will conform to the specifications in SFO GS-05B-18174 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$171,866.67 (4,435 USF x \$38.75235) are amortized at 8% for a period of 60 months. The amortized tenant buildout costs are \$8.14 per rentable square foot.

18. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley 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] based on Annual Rent of [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, which shall be hereby agreed to as [REDACTED], only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit 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 each month until fully recaptured.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease 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 as indicated below for adjusted Monthly Rent:

First Month's Rental Payment \$9,418.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] First Month's adjusted rent.

Second Month's Rental Payment \$9,418.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] Second Month's adjusted rent.

Third Month's Rental Payment \$9,418.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] Third Month's adjusted rent.

Fourth Month's Rental Payment \$9,418.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] Fourth Month's adjusted rent.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant buildout amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate. The Remaining Broker's Commission is payable to:

Studley, Inc.
15303 N. Dallas Parkway, Suite 1200
Addison, Texas 75001

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

END OF SLA No. 1

INITIALS

GOV'T	LESSOR
JC	[Signature]