

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE 10/18/10

LEASE NO.
GS-05B-18174

ADDRESS OF PREMISES Riverview Center
678 Front Avenue NW
Grand Rapids, Michigan, 49504-5325

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. 3 is issued to establish the rentable and usable square footages being occupied by the Government and exclude expansion areas (SLA #1) which are not substantially complete for rent payment purposes, and to 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 3,825 rentable square feet (approximately 3,415 ANSI BOMA office area square feet) of space at Riverview Center, 678 Front Avenue NW, Grand Rapids, Michigan, 49504-5325 (as described in 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 1.12. Actual amount of space may exceed 3,415 ANSI BOMA office area square feet at no additional cost to the Government.

CONTINUED ON PAGE 2 ATTACHED HERETO

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

IN WITNESS WHEREOF, the Lessor and the Government have signed their names as of the above date.

LESSOR, BY

BY

M. Guay
(Title)

IN PRESENCE OF

(Address)

UNITED STATES OF AMERICA

BY _____

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	\$13.45	\$4,147.45	\$52,517.25
Years 6-10	\$16.68	\$5,316.75	\$83,801.00

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 [REDACTED]
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 \$17,611.15 per year and 3,825 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 2.663% (3,825 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 \$33,845.33 per annum based on \$8.85 per rentable square foot for 3,825 rentable square feet. The shell rental rate including taxes for Years 6-10 is established as \$46,189.85 per annum based on \$12.08 per rentable square foot for 3,825 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 3,415 ANSI BOMA office area square feet, there will be no additional cost to the Government.

CONTINUED ON PAGE 3 ATTACHED HERETO

INITIALS
GOVT: [Signature]
LESSOR: [Signature]

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

Term	Shell Rent Annual Incl. Taxes	Operating Expenses Annual	Taxes Annual (Incl. in Shell)	Tenant Improvements Annual	Building Specific Security
Years 1-5	\$13.73	\$4.60	\$1.33	\$0.00	\$0.00
Years 6-10	\$12.08	\$4.60	\$1.33	\$0.00	\$0.00

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

INITIALS
GENERAL MANAGER

