

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
0. 13

DATE  
OCT 06 2011

TO LEASE NO.  
GS-05B-18459

ADDRESS OF PREMISES

Wilshire Plaza West  
1050 Wilshire Drive  
Troy, Michigan 48084-1500

THIS AGREEMENT, made and entered into this date by and between WEST HURON JOINT VENTURE

whose address is 720 E. Wisconsin Avenue, N16  
Milwaukee, WI 53202 - 4703

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 \$194,448.11; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #1 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #2 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #3 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #4 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #5 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #6 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #7 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #8 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #9 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #10 in the amount of exactly [REDACTED]; and  
WHEREAS, a Notice-to-Proceed has been issued for Change Order #11 in the amount of exactly [REDACTED] exhausting the Tenant Improvement Allowance of \$216,522.18; and  
WHEREAS the space at Wilshire Plaza West, 1050 Wilshire Drive, Troy, MI 48084-1500, was inspected and accepted September 1, 2011;

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:

Supplemental Lease Agreement (SLA) No. 13 to Lease GS-05B-18459, 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..

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Therefore, paragraphs Nos. 2, 3, 6, 8, 11, and 29, of GSA Form SF-2, U.S. Government Lease for Real Property number GS-05B-18459 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 five (5) years firm, beginning on Tuesday, September 6, 2011 and continuing through 11:59:59 p.m. on Monday September 5, 2016.

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

LESSOR: WEST HURON JOINT VENTURE

BY

DIRECTOR

(Title)

IN PRE

720 E. Wisconsin Ave, MILWAUKEE WI

(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

Malinda E. Pennington

(CONTRACTING OFFICER)

3. The Government shall pay the Lessor a monthly net rent of \$243,353.17, in arrears, at the rate of \$20,279.43 per month. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated.

Rent Period	Scheduled Annual Rent	Scheduled Monthly Rent
Years 1-5	\$243,353.17	\$20,279.43

6. Rent includes a Tenant Improvement Allowance of \$34.37 per usable square foot, or \$216,522.18, to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 7.50%. 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; five (5) percent of project cost
- General Contractor; ten (10) percent of project cost
- Architectural/Engineering; ten (10) percent of project cost
- Lessor Project Management Fees; five (5) percent of project cost

8. The effective date of this lease, GS-05B-18459, is September 6, 2011. This lease will be in effect for five (5) years firm term. The anniversary date for annual escalations and operating cost adjustments will be September 6, of each year.

11. The Tenant Improvement Allowance expended for lease GS-05B-18459 is \$216,522.18. The tenant improvement expenditure of \$216,522.18 will be amortized over sixty (60) months at an interest rate 7.50%, a per square foot rate of \$7.28 per rsf (\$8.26 usf) and has been made part of the total rent per square foot rate of \$34.03 rsf (\$38.62 usf). The total annual cost of the Tenant Improvements is amortized at \$52,063.92 per annum.

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MP KE

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]. 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:

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	\$ 20,279.43	\$ 12,216.29	\$ [redacted]	\$ [redacted]
2	\$ 20,279.43	\$ 12,216.29	\$ [redacted]	\$ [redacted]
3-60	\$ 20,279.43	\$ 12,216.29	\$ -	\$ 20,279.43

LESSOR <b>WEST HURON JOINT VENTURE</b>	
BY [redacted]	<u>DIRECTOR</u> (Title)
IN PRESENCE OF [redacted]	<u>720 E. WISCONSIN AVE, MILWAUKEE, WI</u> (Address)
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION	
BY [redacted]	<u>Malinda E. Pennington</u> (CONTRACTING OFFICER)