

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 4	DATE 8/23/10
	TO LEASE NO GS-05B-17766	
ADDRESS OF PREMISES 312 Highway 11 East International Falls, MN 56649		
<p>This agreement, made and entered into this date by and between WSSA / Falls, LLC whose address is 140 East Second Street, Suite 225 Flint, MI 48502-1731</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon signing by both parties</u>, as follows:</p> <p>Paragraph 2 of the Lease shall be deleted in its entirety and the following substituted therefore:</p> <p style="padding-left: 40px;">"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 19, 2010 through July 18, 2025, subject to any renewal rights as may be hereinafter set forth."</p> <p>CONTINUED ON PAGE 2 ATTACHED AND MADE A PART HEREOF</p>		
<p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR: W BY _____ (Signature)	_____ (Title)	_____ (Address)
IN PRESENCE OF _____ (Signature)	_____ (Address)	_____ (Address)
UNITED STATES OF AMERICA BY _____ (Signature)	_____ (Official Title)	_____ (Address)

Paragraph 19 of the Lease shall be deleted in its entirety and the following substituted therefore:

"19. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 1.8 of the Lease, the Lessor agrees to provide up to \$1,274,271.60 toward the cost of the Tenant Improvements. The tenant build out cost of \$1,274,271.60 (based on \$40.60 per ANSI/BOMA Office Area square foot) is amortized for a period of fifteen (15) years at 7.75%. Therefore, the amortized tenant build out costs are \$143,932.92 per annum or \$4.36 per rentable square foot.

In addition, the Lessor has agreed to amortize the Building Specific Amortized Capital Cost of \$606,042.82 for a period of 15 years at 7.75%. Therefore, the amount that is being amortized as Building Specific Amortized Capital is \$68,454.41 per annum or \$2.07 per rentable square foot, which has been included in the rent in Paragraph 3 of the SF-2. The [REDACTED] is for site lighting and a majority of the cost of the Security System. Therefore, a total of \$ 1,880,314.42 is being amortized into the rent (Tenant Improvement Allowance of \$1,274,271.60 plus \$606,042.82 for Building Specific Amortized Capital).

The Government agrees to fund upon completion and acceptance of the tenant improvements, via lump sum payment all tenant improvement costs above \$1,880,314.42, which are \$2,010,379.98. The \$2,010,379.98 is broken down as follows: [REDACTED] per the Notice to Proceed dated 12/15/2009; [REDACTED] for Change Order 1, approved on 12/22/2009; [REDACTED] which represents the remaining portion of the security system (Change Order 4); [REDACTED] for various change orders approved on 5/26/10; [REDACTED] for Change Order 14 approved on 6/8/10; [REDACTED] for Change Order 9 approved on June 30, 2010, and [REDACTED] for credits to Change Order 2 [REDACTED] and Change Order 4 [REDACTED] and approval of Change Order 15 [REDACTED]

Regarding this lump-sum payment of \$2,010,379.98, please follow these instructions:

Create and include a unique invoice number on the invoice submitted for payment.

If the Management Company submits the invoice, please include the name and address of the Management Company not the lessor. The vendor's or lessor's name and address must match the name address in the Pegasys vendor file.

Please cite PS Number PS0016355 on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. **Invoices submitted to Finance without the PS number are immediately returned to the vendor or lessor.**

Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:
GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102"

END OF SLA 4

INITIALS
GOV'T [REDACTED]
CB [REDACTED]