SUPPLEMENTAL	LEASE A	AGREEMENT
--------------	---------	-----------

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE .	PAGE
3	GS-07B-16913	5110615	3 plus Ex A & B
ADDRESS OF PREMISES			

1013 Business Park Drive, Mission, Texas 78572-6053

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

whose address is 140 EAST SECOND STREET SUITE 220 FLINT, MICHIGAN 48502-1731

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

WHEREAS, the parties hereto desire to amend the above Lease to establish the effective date of the lease and accept the space and adjust the total cost of the Tenant Improvements and lump sum payment for the space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, June 21, 2012 as follows:

- 1. Paragraph 1 of the Lease shall be deleted and replaced with the following:
- "1. The Lessor hereby leases to the Government the following described premises:

A total of 14,989 rentable square feet (RSF) of office and related space, which yields 13,034 ANSI/BOMA Office Area square feet of space under lease, at 1013 Business Park Drive, Mission, Texas 78572-6053. The space shall be used for such purposes as determined by the General Services Administration. Included in the rent at no additional charge to the Government are eighty-five (85) onsite surface parking spaces for the exclusive use of the Government."

2. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

*2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 21, 2012, and continuing for a term through 15 years, expiring June 20, 2027, subject to termination rights as may be hereinafter set forth in Paragraph 4 of the lease."

Continued on Page 2

LES	SOR
	NAME OF SIGNER
	4
	tow ESABAY -WSA-UC MEMBER
0 St. Funt MI HOST	
	SENCE OF
SIGN	NAME OF SIGNER
	1 1 King and
	DONNA KLAGSTAD
ADDR	
UNITED STATE	ES OF AMERICA
	NAME OF SIGNER
	Kristine Dangelson
	OFFICIAL TITLE OF SIGNER
	U GSA FORM 276 (REV. 8/2006)
Previous edition is not usable	

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

3. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$539,604.00 for years 1 through 10, which consist of annual shell rent of \$394,625.13 and annual Operating costs of \$100,000.00 with annual CPI adjustments, annual amortized Tenant Improvements (TI) of \$44,978.87.

The Government shall pay the Lessor annual rent of \$539,604.00 for years 11 through 15, which consist of annual shell rent of \$439,604.00 and annual Operating costs of \$100,000.00, with annual CPI adjustments.

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 9TX2647. Rent for a lesser period shall be prorated. Rent shall be made payable to:

WSSA LLC 140 East Second Street, Suite 220 Flint, Michigan 48502"

4. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease in part or in whole at any time after June 20, 2022 by giving at least ninety (90) calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

5. Paragraph 9 of the Lease shall be deleted and replaced with the following:

"9. The Government and the Lessor acknowledge the total final cost for the tenant improvements as required and outlined in SFO No. 9TX2647 is \$733,438.96. The original tenant improvement cost established in SLA No. 2, included a Lessor error in the amount of \$29,890.00. This amount has been added to the total final cost. A summary of the original tenant improvement cost, Lessor error and approved change orders is attached as Exhibit A (1 page), plus Exhibit B (5 pages) addressing approved project change orders. Of the \$735,942.87, only \$449,788.74 has been amortized into the rent at 0.0% for 120 months. The Government hereby orders the balance of \$286,154.13.

The following changes are approved and made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:

1. Change order #1 -- Electrical and data modifications required by Smith Group drawings: \$



- Change order #2 Provide public address system, provide and install a cooling fan in the VIP Cabinet, relocate required blocking:
- 3. Change order #4 Dated 3-26-2012 Additional A/E Services for change order 1, 2, and 3:
- 4. Change order #4 Dated 5-08-2012 Provide security rough-in per design and specifications:
- 5. Change order #5 Furnish and install Almond colored FRP wainscot with closure trim at the interview stations on the public side of the wall:

TOTAL ADD FOR APPROVED CHANGE ORDERS LISTED ABOVE: \$24,114.87

The Lessor hereby waives restoration as a result of all improvements.

Continued on the next page

INITIALS:

6. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a total lump sum payment in the amount of \$286,154.13, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at <u>www.finance.gsa.gov.</u> Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration FTS and PBS Payment Division (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration Attn: GSA CONTRACTING OFFICER – ED PEREZ 300 E 8TH STREET Room: G-150 AUSTIN TX 78701-3233

A proper invoice must include the following:

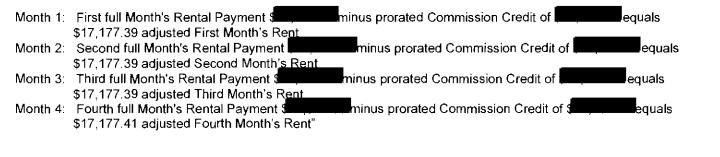
- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0022809

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

7. Paragraph 16 of the Lease shall be deleted and replaced with the following:

"16. In accordance with Paragraph 2.4, 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 Broker have agreed to a cooperating lease commission of the firm term value of this lease ("Commission"). The total amount of the Commission is an experiment and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.8, only and the Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments (excluding taxes) 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:



All other terms and conditions remain in full force and effect.

INITIALS:

GSA FORM 276 (REV. 8/2006) BACK