

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 1

DATE

AUG 28 2012

TO LEASE NO.

GS-05B-17968

ADDRESS OF PREMISES: Federal Office Building
225 North High Street
Muncie, Indiana 47305-1648

THIS AGREEMENT, made and entered into this date by and between **Federal Building, LLC**

whose address is **121 E. Front Street**
Traverse City, MI 49684-2284

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

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, effective **August 23, 2012**, as follows:

Supplemental Lease Agreement No. 1 is issued to amend the Tenant Improvement Cost Allowance allotted for project 6IN0052 under lease GS-05B-17968.

Therefore Paragraphs 3, 12, and 26 of Standard form 2 (SF-2), U.S. Government Lease for Real Property number GS-05B-17968, are deleted in their entirety and substituted in lieu thereof, Paragraph 30 will be added to the lease.

3. The Government shall pay the Lessor annual rent of \$102,835.21 (\$25.40/RSF - \$29.02/USF) at the rate of \$8,569.60 per month, in arrears, for seven (7) years, and consists of: shell rent (including taxes); \$59,708 (\$14.75/RSF or \$16.84/USF), operating expenses; \$19,632.80 (\$4.85/RSF or \$5.53/USF) and \$23,494.41 (\$5.80/RSF or \$6.62/USF) in amortized Tenant improvements over 84 months at a rate of 8.00%. Rent for a lesser period shall be prorated. The shell rent rate for the full term (years 8-10), not including real estate tax escalations, will remain the same.

Rent Period	Scheduled Annual Rent	Scheduled Monthly Rent
Years 1-7	\$102,835.21	\$8,569.60
Years 8-10	\$79,340.80	\$6,611.73

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

FEDERAL BUILDING, LLC
121 E. Front Street
Traverse City, MI 49684-2284

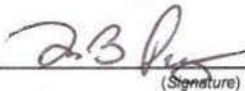
Page 1 of 1

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

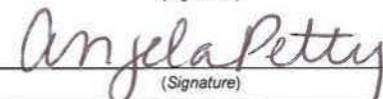
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

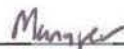
LESSOR **Federal Building, LLC**

BY


(Signature)

IN PRESENCE OF


(Signature)


(Title)

(Title)


(Address)

(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY


(Signature)

MALINDA E. PENNINGTON

(Contracting Officer)

12. In accordance with the SFO paragraph entitled, Tenant Improvement Rental Adjustment, the Lessor agrees to provide up to **\$125,615.31** (\$35.44 per USF x 3,544 USF) shall be amortized through the rent for seven (7) years at the rate of 8.00%. The annual costs of the Tenant Improvements for the amortization period shall be **\$23,494.41** per annum (\$5.80 per RSF / \$6.62 per USF). In the event final TI costs result in a rate that would be less than the amortized rate above, the rental rate will be adjusted to reflect the actual TI funds expended and shall be amortized over the firm term of the lease. If the Government determines the Lessor's TI costs are fair and reasonable, but is unable to reduce scope of the project, the Government may request the Lessor to obtain up to 20% of the original tenant improvement allowance in additional funds to complete the Tenant Improvement approved by the Government.
26. The Lessor's DUNS number is 602 399 870.
30. The Lessor's TIN is [REDACTED]

LESSOR Federal Building, LLC	
BY <u>[Signature]</u> (Signature)	<u>[Signature]</u> (Title)
IN PRESENCE OF <u>[Signature]</u> (Signature)	[REDACTED] (Address)
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION	
BY <u>[Signature]</u> (Signature)	<u>Malinda E. Pennington</u> (CONTRACTING OFFICER)