

GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE 8-17-09

TO LEASE NO.
GS-05B-17766

ADDRESS OF PREMISES To be constructed on approximately 10.5 acres located at Trunk Highway 11, consisting of Government Lots 3 and 4 of Section 35, Township 71 North, Range 24 West of the Fourth Principal Meridian in Koochiching County, City of International Falls, MN 55649

This agreement, made and entered into this date by and between WSSA 2 LLC

whose address is 140 East Second Street
Flint, MI 48502

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated October 28, 2008 is amended, effective upon signing by both parties, as follows:

1. General Clauses 2 (552.270-5) Subletting and Assignment (SEP 1999) of Form 3517B of the Lease is hereby amended and restated in its entirety to read as follows:

"Pursuant to General Clauses 2 (552.270-5) Subletting and Assignment of Form 3517B, the Government may sublet any part of the premises but shall not be relieved from any obligations under the Lease by reason of any such subletting. The Government may at any time assign the Lease, and be relieved from all obligations to Lessor under this Lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld. Notwithstanding the foregoing, any such assignment shall only be permitted to be made to another federal governmental entity, provided that the obligations of such federal entity are not subject to annual appropriation by the United States Congress and are a general obligation of the United States, backed by the full faith and credit of the United States."

CONTINUED ON PAGE 2 ATTACHED AND MADE A PART HEREOF

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: WSSA 2, LLC

BY [Redacted Signature]

MANAGER

(Title)

IN PRESEN [Redacted Signature]

140 E. SECOND ST FLINT, MI

(Address)

48502

UNITE [Redacted Signature]

BY [Redacted Signature]

Contracting Officer

(Official Title)

(Signature)

2. General Clauses 17 (552.270-7) Fire and Casualty Damage (JUN 2008) of Form 3517B of the Lease is hereby amended and restated in its entirety to read as follows:

"17. FIRE AND CASUALTY DAMAGE

(a) If the entire premises are destroyed by fire or other casualty, this Lease will immediately terminate, provided, however, that this Lease shall not be terminated by the Government if the Lessor certifies in writing at least fifteen (15) days after the incident of such fire or other casualty that the space can be repaired and the premises restored to tenantable condition within two hundred seventy (270) days of the date of such certification by the Lessor. If the Lessor shall deliver such certification, the (w) the Lessor shall, within 30 days, diligently commence the repair or restoration, provided that if such repair or restoration cannot be completed within such 270 day period by diligent commencement and continuous pursuit of such repair or restoration, such repair or restoration shall be completed in a time frame determined by the Government to be reasonably practicable, (x) the rent during the period of destruction or damage shall be wholly abated effective from the date of such destruction or damage, (y) the Government shall not be permitted to terminate this Lease as a result of such destruction or damage so long as the Lessor diligently commenced to repair or restore within the 270 day period or such other longer period as is determined by the Government to be reasonably practicable.

(b) In case of partial destruction or damage, so as to render the premises completely untenable, as reasonably determined by the Government, then (x) the Lessor shall, within 30 days, diligently commence the repair or restoration of such portion of the leased premises to the condition in which such part of the premises existed before such destruction or damage and complete such repair or restoration, provided that if such repair or restoration cannot be completed within such 270 day period with diligent commencement and continuous pursuit of such repair or restoration, such repair or restoration shall be completed as soon as reasonably practicable, as determined by the Government, (y) the rent during the period of partial destruction or damage shall be proportionately abated so that the Government is only paying rent for that portion of the premises that it can actually use, i.e., usable square feet as compared to total square feet, during the period that such part of the premises is untenable effective from the date of such partial destruction or damage, and (z) the Government shall reoccupy such part of the premises upon completion of such repairs or restoration. During such time as the Lessor shall be repairing or restoring such part of the premises, rent shall not abate on any space not affected by such partial destruction or damage.

(c) As soon as practicable after a partial destruction or damage to premises, but in no event more than thirty (30) days thereafter, the Lessor shall provide to the Government a schedule and plans for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plans for repair or restoration of the premises, with the Government approval not to be unreasonably withheld, conditioned or delayed.

(d) Nothing in this Lease shall be construed as relieving Lessor from liability for damage to the destruction of property of the United States of American caused by the willful or negligent act or omission of the Lessor."

END OF SLA 1

INITIALS

GOV'T CB	UFGAR [Signature]
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