

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 3

DATE

JAN 31 1994

TO LEASE NO.  
GS-05B-15227

ADDRESS OF PREMISES

985 Michigan Avenue  
Detroit, Michigan 48226

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

WHC-IRS Center Limited Partnership, An Illinois Limited Partnership  
whose address is c/o Walsh, Higgins & Company  
101 E. Erie Street  
Chicago, Illinois 60611

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 January 28, 1994, as follows:

A. Supplemental Lease Agreement Number (S.L.A. # 3) is being issued for the change order provided for in the letter from Nanette L. Myers of the General Services Administration to Thomas A. Finnerty of Walsh, Higgins & Company dated September 27, 1993, to purchase and deliver to the site two stage refrigeration equipment as originally provided for under this lease.

Provide the necessary labor, material, and equipment to eliminate four (4) single-stage absorption chillers and three (3) low pressure boilers and furnish and deliver:

four (4) two stage absorption chillers, Trane unit model ABTE 0935; and

three (3) high pressured boilers, Kewanee boiler model. L3-700-G02 with de-aerator.

The design engineering services, installation, and related accessories needed for a fully functional mechanical system will be addressed in a separate Supplementat Lease Agreement. Furthermore, all provisions of the lease shall apply to the changes provided herein, including without limitation the warranty provisions specified in Section 7, "Warranties and Guarantees," of the Lease.

(Continued on the attached page, this is page 1 of 2)

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

IN WITNE

names as of the above date.

LESSOR

WHC-IRS Center Limited Partnership, An Illinois Limited Partnership

BY

SENIOR VICE PRESIDENT  
(Title)

IN PR

(Address)

UN

ADMINISTRATION

B

Contracting Officer

(Official Title).

- B. Upon delivery of the equipment to the project site, the Lessor shall provide written notice to the Contracting Officer of such delivery. A Government representative will conduct an inspection of the equipment within 30 days of the notice from the Lessor. If the equipment delivered is deemed satisfactory to the Government, a one time lumpsum payment in the amount of \$972,278.00 will be issued to the Lessor. The Lessor anticipates delivery of the equipment in July, 1994. Should the delivery of the equipment be delayed, the Government will withhold this one time lumpsum payment until delivery and inspection.

This equipment revision will not change the overall project completion as defined in this Lease.

Furthermore, the Government has received due consideration for this payment as stated in WHC-IRS Limited Partnership's letter to Nanette L. Myers of the General Services Administration dated January 24, 1994 in accordance with the payment provision provided elsewhere in this lease.

Initials:

  
Gov't

  
Lessor