

GENERAL SERVICE: MINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEM AGREEMENT DATE
NO. 10
PS0021138 8/30/2011
TO LEASE NO.
GS-05B-18459

ADDRESS OF PREMISES
Wilshire Plaza West
1050 Wilshire Drive
Troy, Michigan 48084-1500

THIS AGREEMENT, made and entered into this date by and between **WEST HURON JOINT VENTURE**
whose address is **720 E. Wisconsin Avenue, N16**
Milwaukee, WI 53202 - 4703

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

WHEREAS, the **Government** has provided its design intent drawings to the Lessor; and
WHEREAS, the **Lessor** has used such intents to develop construction drawings; and
WHEREAS, the **Lessor** has provided pricing for such tenant improvements associated with the aforementioned drawings;
and
WHEREAS, a Notice-to-Proceed has been issued for Tenant Improvements in the amount not-to-exceed \$194,448.11; and
WHEREAS, a Notice-to-Proceed has been issued for Change Order #1 in the amount of exactly [REDACTED]; and
WHEREAS, a Notice-to-Proceed has been issued for Change Order #2 in the amount of exactly [REDACTED]; and
WHEREAS, a Notice-to-Proceed has been issued for Change Order #3 in the amount of exactly [REDACTED]; and
WHEREAS, a Notice-to-Proceed has been issued for Change Order #4 in the amount of exactly [REDACTED]; and
WHEREAS, a Notice-to-Proceed has been issued for Change Order #5 in the amount of exactly [REDACTED]; and
WHEREAS, a Notice-to-Proceed has been issued for Change Order #6 in the amount of exactly [REDACTED]; and
WHEREAS, a Notice-to-Proceed has been issued for Change Order #7 in the amount of exactly [REDACTED]; and
WHEREAS, a Notice-to-Proceed has been issued for Change Order #8 in the amount of exactly [REDACTED];

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 as follows:

Supplemental Lease Agreement (SLA) No. 10 to Lease GS-05B-18459, is hereby issued to provide the Notice to Proceed to for **Change Order No. 9 – Purchase and provide labor and materials to install eight (8) [REDACTED] as part of additional security enhancements cited in SLA 9 Change order No. 8**; as further described below.

The Lessor is hereby authorized to Proceed with the construction of the tenant improvements, **“Purchase and provide labor and materials to install eight (8) [REDACTED]”**, per the request made by the Government based construction drawings provided by Friedman Integrated Real Estate Solutions dated 6/10/2011 for an additional amount of exactly [REDACTED]. Please refer to Attachment No. 1 for more details in regards to the TI Cost Proposal.

Upon substantial completion and acceptance of said space, the Government shall issue a subsequent SLA reconciling all Tenant Improvement Costs to include changes, if any.

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

LESSOR **WEST HURON JOINT VENTURE**
[REDACTED] _____ Director _____
(Title)
[REDACTED] _____ 720 E. Wisconsin Ave., N16 Milwaukee _____
(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**
[REDACTED] _____ Malinda E. Pennington _____
(CONTRACTING OFFICER)

With this Notice to Proceed, the Lessor hereby agrees to provide the following:

- All permits, such as, but not limited to, building, plumbing, HVAC, electrical, fire alarm, and occupancy permits for the work described in the Construction Drawings.
- All needed materials and labor for accomplishing the work described in Attachment No. 1.
- The date of substantial completion will be determined through subsequent SLA . Substantial completion shall include, but not limited, installation of systems furniture, telecommunications, and receipt or approval of the Certificate of Occupancy.

Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advance, in writing, by the Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested b55y anyone not authorized to issue such order.

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in Attachment # 1. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

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

Page 2 of 3

LESSOR	WEST HURON JOINT VENTURE
BY	[REDACTED]
IN PRESENCE OF	[REDACTED]
	<u>DIRECTOR</u> (Title)
	<u>720 E. WISCONSIN AVE., N14 MILWAUKEE</u> (Address)
UNITED STATES	SERVICES ADMINISTRATION
BY	[REDACTED]
	<u>Malinda E. Pennington</u> (CONTRACTING OFFICER)

The Government agrees to pay the Lessor exactly **\$6,268.80** via lump-sum payment.

The Lessor must prepare and submit an invoice for the amount of **\$6,268.80** in accordance with the following instructions to receive payment:

Invoice Number: Include invoice number on invoice submitted for payment.

Lessor's remit the following instructions to receive payment: The Lessor's name and address must match the name and address of the Lessor on the lease document. Any discrepancies will result in the immediate return of the invoice to the Lessor.

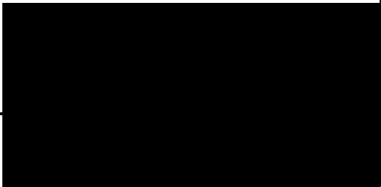
PDN (Doc Type PS Instructions to Lessors). Cite **PS0021138** on the invoice for payment.

Invoices for payment. Invoices submitted to Finance without the PSN are immediately returned to Lessor.

Invoicing Instructions: Submit the invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. The invoice can be electronically submitted on GSA's Finance Website at www.finance.gsa.gov. If unable to process the invoice electronically, the invoice can be mailed to the following address:

**GSA, Greater Southwest Finance Center
(7BCP) P.O. Box 17181
Fort Worth, Texas 76102**

LESSOR: _____



GOV'T: MP _____