

SUPPLEMENTAL LEASE AGREEMENT

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| SUPPLEMENTAL LEASE AGREEMENT NO. 5 | TO LEASE NO. GS-05B-18404 | DATE May 1, 2011 | PAGE 1 of 7 |
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ADDRESS OF PREMISES

One Detroit Center, 500 Woodward Ave, Detroit, MI 48226

THIS AGREEMENT, made and entered into this date by and between **500 Woodward, LLC**
whose address is500 Woodward Ave
Suite 2850
Detroit, MI 48226

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

WHEREAS, effective May 1, 2011 the Government has agreed to conditionally accept the leased space located at 500 Woodward Avenue, Detroit, Michigan. The terms are listed below and must be met by dates below before the space is fully accepted by the Government. If these terms are NOT completed as outlined, the Government will pursue one or both Options listed below.

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 is amended, May 1, 2011, as follows:

Supplemental Lease Agreement (SLA) No. 5 to lease GS-05B-18404 is hereby issued to **CONDITIONALLY ACCEPT** the space and to change the commencement date of the lease. If critical punch-list items are not completed by established due dates listed below Option 1 and Option 2 provided below maybe exercised.

Paragraphs 2. and 4. of the SF-2 are hereby deleted in their entirety and replaced as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2011 through April 30, 2021, subject to termination and any renewal rights as may be hereinafter set forth.
4. The Government may terminate this lease at any time after April 30, 2016 by giving at least ninety (90) days' notice 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.

Paragraph 33 will be added to the SF-2 language to include retainer language for tenant improvements:

33. **Option 1:** Retain 10% of the total value of the TI Construction until 100% of all noted items on the punchlist are address and completed. Please note that the Government will retain 10% of the TI value until ALL items are completed. If all items are not completed, we will have the option to continue withholding this amount; and/or

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

LESSOR

SIGNATURE

NAME OF SIGNER

Gregory F. Comra

ADDRESS

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

Joyce Hill

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Malinda Pennington
Contracting OfficerAUTHORIZED FOR LOCAL REPRODUCTION
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GSA FORM 276 (REV 8/2006)

Paragraph 33 will be added to the SF-2 language it includes retainer language:

Option 2: Shift the lease and rent commencement dates to the latest date of the last punch list item completed, according to the priority (note: the priority levels are described in detail below as they are included in "Conditions"). For example, if any item listed as "Priority #1" is completed later than the given 5/6/2011 date, then the Government would have the option to commence the lease and rents on the day equal to its actual completion.

1. **Complete all Priority Level 1 punchlist items no later May 6, 2011.** Priority #1 items are those items that could impact the safety, security of the lease premises or would impact the progress of our relocation into the space. Such examples include, but are not limited to, full installation of all doors, door hardware, Intrusion Detection System (IDS), Card Access Control (CAC) system, and duress systems. To satisfactorily accomplish these items, the lessor and its contractors must be able to demonstrate that 100% of all doors are installed, the space can be secured with locking hardware, and the security related systems are operational. Please note that the 100% completion of the security related systems rely upon the Government's activation of phone and data lines. Therefore, all tests and inspections of this system will be limited to localized testing.
2. **Complete all Priority Level 2 punchlist items not later than May 12, 2011.** Priority Level 2 items are those aspects of work that must require coordination and intrusion into the leased premises, but do not impose safety or security threats to the space. Such examples of work would include, but not be limited to, paint touch up, finalizing the programming of the security systems, correcting or repairing inoperable electrical outlets, etc.
3. **Completion of all Priority Level 3 items shall be within 30 days of the receipt of this letter.** These items are mostly of the administrative type, such as as-built drawings, commissioning, providing training and O&M manuals.

If these terms are NOT completed as outlined, the Government will pursue one or both options listed above.

ALL OTHER TERMS AND CONDITIONS OF THE CURRENT LEASE SHALL REMAIN IN FORCE AND EFFECT.