

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 9

DATE

PS 0021138

8-19-11

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];

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. 9 to Lease GS-05B-18459, is hereby issued to provide the Notice to Proceed to for **Change Order No. 8 – Install [REDACTED] and additional Security enhancements**; as further described below.

The Lessor is hereby authorized to Proceed with the construction of the tenant improvements, "**Install [REDACTED] and additional Security enhancements**", per the request made by the Government based construction drawings provided by Friedman Integrated Real Estate Solutions dated 6/10/2011 and the Security Corporation quotation dated 7/27/11 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.

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 by 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.

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

LESSOR **WEST HURON JOINT VENTURE**

BY

IN PRE

DIRECTOR
(Title)

720 E. WISCONSIN AVE., MILWAUKEE WI
(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY

Malinda E. Pennington

(CONTRACTING OFFICER)

The Government agrees to pay the Lessor exactly [REDACTED] via lump-sum payment.

The Lessor must prepare and submit an invoice for the amount of [REDACTED] 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: JK GOV'T: MP