

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 7 - Revise 06/30/2011
PS0017832

DATE
7/20/11

TO LEASE NO.
GS-05B-18404

ADDRESS OF PREMISES **One Detroit Center
500 Woodward Avenue
Detroit, Michigan 48226**

THIS AGREEMENT, made and entered into this date by and between **500 Woodward, LLC.**

whose address is **500 Woodward Avenue, Suite 2850
Detroit, Michigan 48226**

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

WHEREAS, Supplemental Lease Agreement (SLA) No. 3 was issued to provide notice to proceed to install the tenant's telecommunications system and WHEREAS, change orders have been issued during the installation of the system; and WHEREAS, the services and installation has been considered substantially complete and the lease has been commenced; and

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. 7 to Lease GS-05B-18404 is hereby issued to:

1. Reconcile the Tenant telecommunication system contract set forth in SLA No. 3 and to provide notice that the remaining funds in the telecom allowance set forth in SF-2 will not be used and de-obligated by the Government;
2. State the total amount that can be invoiced based actual completion of contracted work;
3. Provide direction for the Lessor to submit its invoice for completed work, less the retained amount.

1. Telecommunication System Contract Reconciliation:

The original Telecommunication system Contract value, as stated in SLA No. 3, was **\$776,540.04**. During the installation of the system, a total of four (4) subsequent change orders were issued totaling \$44,575.60. Therefore, as of June 21, 2011, the total Telecommunication System Contract included in the Lease is \$821,115.63.

Therefore, a total remaining balance of the Telecommunication System Allowance is \$815.37. This amount will not be used by the Government and will be de-obligated. Therefore, no further changes can be made to this contract. If a request to alter or perform other services to the telecommunications system are requested, such services will be performed under separate contract and paid using other sources of funds.

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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 **500 Woodward LLC.**

BY  (Signature)

IN PRESENCE OF  (Signature)

SVP
(Title)





UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY  (Signature)

Contracting Officer
(Official Title)

2. Total Amount that can be Invoice for Telecommunication System based on Actual Completion (Earned Value):

Effective immediately after the full execution of this SLA, the lessor shall send an invoice to the Government in the amount of \$811,456.81. This amount is equal to the full value of the TI Construction Contract, \$821,115.63, less the amount of \$9,658.83 for work that is incomplete or is in progress. The Earned Value of each change order is further described in Attachment No. 1 to this SLA. Once the respective incomplete items are completed, the lessor may invoice separately.

3. Invoicing Instructions:

Upon successful completion and acceptance by the GSA Contracting Officer, the Lessor shall provide an invoice via mail to:

TO:

CC:

GSA Office of Finance	US General Services Administration
PO Box 17181	Mark Kraft – Project Manager
Ft. Worth, TX 76102	230 S. Dearborn Street, Suite 3300
	Chicago, IL 60604

Or, the invoice may also be sent electronically to by going to the following website: www.finance.gsa.gov.

***In order to successfully submit an invoice, it must be on official letterhead (500 Woodward LLC) and it needs to reference both the listed above (PS0017832) and the lease contract # (GS-05B-18404).**

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.

Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advanced 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.

Initials:

GOVERNMENT MP

LESSOR DFC