

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

SUPPLEMENTAL AGREEMENT
NO. 8

DATE

11.13.2012

PS0024379

TO LEASE NO.

GS-05B-17968

ADDRESS OF PREMISES **Federal Office Building
225 North High Street
Muncie, Indiana 47305-1648**

THIS AGREEMENT, made and entered into this date by and between **Federal Building, LLC**

whose address is **121 E. Front Street
Traverse City, MI 49684-2284**

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 **\$117,551.14**; and **WHEREAS**, a Notice-to-Proceed has been issued for Change Orders #1-3 in the amount of exactly **\$72,353.40**; **WHEREAS**, a Notice-to-Proceed has been issued for Tenant Improvements in the amount not-to-exceed **\$122,188.18** modifying the original Notice-to-proceed by an increase of **\$4,637.04**; **WHEREAS**, a Notice-to-Proceed has been issued for Tenant Improvements in the amount not-to-exceed **\$122,669.68** modifying the original Notice-to-proceed by an increase of **\$481.50**; **WHEREAS**, a Notice-to-Proceed has been issued for Change Orders #4 in the amount of exactly **\$1,123.50**; **WHEREAS**, a Notice-to-Proceed has been issued for Tenant Improvements in the amount not-to-exceed **\$125,558.68** modifying the original Notice-to-proceed by an increase of **\$2,889.00**.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Lease Amendment (LA) No. 8 to Lease GS-05B-17968, is hereby issued to provide the Notice to Proceed for **Change Order No. 7** – **[REDACTED]** at a total cost of **[REDACTED]** as further described with Attachment 1;

The Lessor is hereby authorized to Proceed with the construction of the following tenant improvements, Installation of [REDACTED] at a total cost of [REDACTED]. Please refer to Attachments 1 and 2 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 LA. Substantial completion shall include, but not limited, installation of systems furniture, telecommunications, and receipt or approval of the Certificate of Occupancy.

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

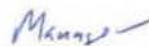
This Lease Amendment contains (2) pages

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

LESSOR **Federal Building, LLC**

BY


(Signature)


(Title)

IN PRESENCE OF


(Signature)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY


(Signature)

Malinda E. Pennington
(CONTRACTING OFFICER)

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.

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 **PS0024379** 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: 2365 GOV'T: MP