

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-05P-LMI18727
ADDRESS OF PREMISES 5700 Beckley Road Battle Creek, MI 49015	PDN Number: PS0037794

THIS AMENDMENT is made and entered into between **Minges Mall, L.L.C.**

whose address is: One Towne Square, Suite 1600
Southfield, MI 48076

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

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

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 6, 2017, as follows:

- 1) To establish the final Tenant Improvement cost and provide a Notice to Proceed to finish the Tenant improvements.
- 2) To provide provisions for the payment of the Tenant Improvement costs.

This Lease Amendment contains 2 pages.

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 below date.

FOR THE LESSOR: MINGES MALL, L.L.C.

Signature: [Redacted]
 Name: DANIEL L. SIEN
 Title: AUTHORIZED REP.
 Entity Name: MINGES MALL LLC
 Date: MARCH 8, 2017

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: Melissa McKenna
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Real Estate Division
 Date: 3/13/17

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: AMY TOUCHETTE
 Title: EXECUTIVE ASSISTANT
 Date: MARCH 8, 2017

1.) Following a Government review of the submitted cost proposal dated December 19, 2016, the Government has determined that the Tenant Improvement bid is fair and reasonable at a total cost of \$640,046.09, inclusive of all management and architectural fees and issues a Notice to Proceed for the Tenant Improvements for the above referenced lease effective March 6, 2017. Of the \$640,046.09 Tenant improvement costs, only \$297,138.33 are amortized into the rent for five (5) years at the rate of 5.0% as described in the Lease. The remaining \$342,907.76 shall be paid to Lessor upon completion as described herein. The lease requires completion of the construction no later than 120 working days from this Notice to Proceed.

2.) Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$342,907.76, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA LEASE CONTRACTING OFFICER – MELISSA MCKENNA
230 S. DEARBORN, ROOM 3300
CHICAGO, IL 60604

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0037794

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

Lessor  & GSA  (initials)