

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>3</u>
	TO LEASE NO. GS-10P-LAK07436
ADDRESS OF PREMISES: 1011 EAST TUDOR ROAD ANCHORAGE, AK 99503	PDN: PS0036381

THIS AMENDMENT is made and entered into between Elman Anchorage Associates, LP

whose address is: 100 North Centre Avenue, Suite 502
Rockville Centre, NY 11570

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

WHEREAS, the parties hereto desire to amend the above Lease to reduce the number of required surface parking spaces, and issue the Notice to Proceed for [REDACTED] upgrades.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph 1.02.A "Parking" is hereby being deleted in its entirety and replaced in the Lease as follows:

- A. Parking: 250 surface parking spaces for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the property.

The following Paragraphs are hereby added to Lease No. GS-10P-LAK07436:

Paragraph 7.02 TENANT IMPROVEMENT COSTS / NOTICE TO PROCEED WITH TENANT IMPROVEMENTS:

- A. The total Tenant Improvement for this Lease has been established in the amount of \$37,825.00 and shall be paid in lump sum upon completion of the following requirements.

Continued on next page.

This Lease Amendment contains 5 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

FOR THE LESSOR: Elman Anchorage Associates, LP

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: LP Asset Manager
Entity Name: Elman Anchorage Associates LP
Date: 9-29-2016

Signature: [REDACTED]
Name: [REDACTED]
Title: GSA, Public Buildings Service
Date: 09/29/16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Valerie Ross
Title: _____
Date: 09/29/2016

[Handwritten signature]

B. The Government has reviewed the Lessor's pricing, dated June 15, 2016, in the total amount of [REDACTED] and determined it to be fair and reasonable. Additionally, the Government has reviewed the Lessor's cost for cabling in the total amount of [REDACTED] and determined it to be fair and reasonable. Said amount includes all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work described in Exhibit A to this Lease Amendment. This amount of \$37,825.00 [REDACTED] [REDACTED] = \$37,825.00) will be paid via lump sum upon completion of the work by the Lessor and inspection and acceptance of the space by the Government, per the invoicing instructions detailed in Paragraph 7.03.

Paragraph 7.03 LUMP SUM PAYMENT INVOICING INSTRUCTIONS:

Upon completion of the space by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 7.02. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Invoice Address:
GSA Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181

Courtesy Copy Address:
General Services Administration
C/O Hilda Gonzalez, LCO
400 15th Street SW 10PRA
Auburn, WA 98001

A proper invoice must include the following:

- Invoice date
- 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: PS0036381

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

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

INITIALS:

[Signature]
LESSOR

&

[Signature]
GOVT