GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT No. 2 TO LEASE NO. GS-05P-LMI18960

LEASE AMENDMENT

PDN Number: PS0030635

ADDRESS OF PREMISES HOLIDAY OFFICE PARK 6500 MERCANTILE WAY LANSING, MI 48911-6959

THIS AMENDMENT is made and entered into between

HOLIDAY PARK REALTY, LLC

WHOSE ADDRESS IS: 150 GREAT NECK ROAD, SUITE 304 GREAT NECK, NY 11021-3309

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

WHEREAS, the Government has received cost proposals for Change Orders #1 through 6; 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:

A. The Government has reviewed and accepts your proposals for:

Change Order #1 – Exterior Credit dated March 25, 2015 that includes all labor, materials, General Contractor Fees, Architectural Fees, and Lessor Fees in the credit amount of the total credit of total

Change Order #2 – Exterior Signage Allowance Credit dated April 15, 2015 that includes all labor, materials, General Contractor Fees, Architectural Fees, and Lessor Fees in the credit amount of the total credit of total cr

(continued on page 2)

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:	FOR THE GOVERNMENT:
Signature: Igal	Signature Name:
Title: Man	Title: Lease Contracting Officer
Entity Name: Holiday Park Realty, LLC	GSA, Public Buildings Service
Date: 0-3-15	Date: (0-3-15

WITNESSED FOR THE LESSOR BY:

Signature:		
Name:	Davbie Kashi	
Title:		
Date:	6-3-15	

Change Order #3 – Shower Can Lights dated May 13, 2015 that includes all labor, materials, General Contractor Fees, Architectural Fees, and Lessor Fees in the amount of the total cost of the total cost of the total is determined as being fair and reasonable and the Government hereby authorizes you to proceed with the work.

Change Order #4 - Security Changes dated May 13, 2015 that includes all labor, materials, General Contractor Fees, Architectural Fees, and Lessor Fees in the additional amount of **Security**. The total additional cost of **Security** has is determined as being fair and reasonable and the Government hereby authorizes you to proceed with the work.

Change Order #5 – Finish Changes dated May 28, 2015 that includes all labor, materials, General Contractor Fees, Architectural Fees, and Lessor Fees in the additional amount of **Contractor**. The total additional cost of **Contractor** is determined as being fair and reasonable and the Government hereby authorizes you to proceed with the work.

Change Order #6 – Enclosure dated May 21, 2015 that includes all labor, materials, General Contractor Fees, Architectural Fees, and Lessor Fees in the amount of The total cost of the is determined as being fair and reasonable and the Government hereby authorizes you to proceed with the work.

B. Therefore, the Government agrees to reimburse the Lessor the amount of <u>\$15,664.49</u> for Change Orders #1 through #6 upon execution of Lease Amendment Number 2 being signed by both parties, the work being completed and accepted, and upon receipt of an acceptable invoice by the Government. This brings the total reimbursable amount including Lease Amendment #1 to \$49,446.57 per the Change Order Log in Paragraph C of this Lease Amendment #2.

Invoices shall be submitted to the Greater Southwestern Finance Center electronically (with a copy to the Lease Contracting Officer) on the GSA Finance Website at <u>www.finance.gsa.gov</u>. The invoice shall include a unique invoice number, be on letterhead of the Lessor, include the lease number, include the billed items, and cite the following Pegasys Document Number (PDN): PS0030635. Invoices submitted without the PDN Number will be immediately returned. If unable to process the invoice electronically, it may be submitted directly to: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas, 76102.

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 form or related to the work described in the attached. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become property of the Lessor.

- **Total Tenant Total Change TI NTP Amount** Less TI Order NTP Improvement above TI CO# Allowance Allowance Description **NTP Amount** Amount **TI Notice to Proceed** Ś \$ (311,610.72) \$ 345,392.80 \$ 33.782.08 \$ Ś Ś 1 Exterior Credit Ś Ś Exterior Signage Allowance Credit Ŝ 2 Ś \$ Ś Ś \$ 3 Shower Can Lights Ś Ś Ś \$ \$ 4 Security Changes Ś \$ \$ 5 **Finish Changes** Ś Ś 6 Ś Ś Ś Enclosure TOTALS Ś 361,057.29 Ś 15,664.49 \$ 49.446.5 INITIALS: J LESSOR
- C. Change Order Log.

Lease Amendment Form 12/12