

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-01P-LMA05011
LEASE AMENDMENT	
ADDRESS OF PREMISES Osgood Landing 1600 Osgood Street North Andover, MA 01845-1048	PDN Number: TBD <i>PS8032816</i> Building Number: MA6013

THIS AMENDMENT is made and entered into between **1600 Osgood Street, LLC**

whose address is: **c/o Ozzy Properties, Inc.
1600 Osgood Street, North Andover, MA 01845-1048**

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 reconcile the TI Allowance Overage and submit final invoice for lump sum payment – RWA N1028405.**

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 **January 14, 2016** as follows:

- A. In Lease Amendment #1, Paragraph A The Government ordered Tenant Improvements in the amount not to exceed \$494,697.34. An approved Change Order for labor costs to relocate furniture into temporary space (antecedent condition) in the amount of [REDACTED]; an approved change order for additional electrical wiring for power poles (antecedent condition) in the amount of [REDACTED]; and a change order for new entrance light (life safety antecedent condition) in the amount of [REDACTED]; and a change order for replacing existing hollow core door with solid wood door (antecedent condition) in the amount of [REDACTED] is hereby ordered for a total of \$2,293.83. An added increase for the Lessor's Overhead and Profit (15%) in the amount of \$341.07 for the approved change orders increases the Tenant Improvement costs by \$2,634.90 and brings the total TI costs to \$497,332.24.

The buy-down of the \$2,634.90 will be funded by the following Reimbursable Work Authorization (herein referred to as the "RWA"):

RWA N1028405 - \$2,634.90.

This Lease Amendment (LA) includes the following document attached hereto and incorporated in the Lease contract:

- Ozzy Properties change order invoices request including Dowgiert Construction, Co., Inc. invoice for LA#1

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:

Signature: [REDACTED]
Name: *ORIT GOLDSTEIN*
Title: *MANAGER*
Entity Name: *1600 OSGOOD STREET, LLC*
Date: *1/22/16*

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: _____

FEB 04 2016

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: *BEN GOLDSTEIN*
Title: _____
Date: *1/22/16*

Alterations costs in the amount of \$619,371.50; Ozzy Properties Work Order Invoice W01511110004 in the amount of [REDACTED]; Dowgiert Construction Invoice #161401 in the amount of [REDACTED]; Dowgiert Construction Invoice # 160301 in the amount of [REDACTED]; and Dowgiert Construction Invoice # 160201 in the amount of [REDACTED]

B. TO AMEND PARAGRAPH A OF LEASE AMENDMENT #1 on page 1, by striking that portion that Begins with “THE TOTAL AMOUNT OF THE ALTERATIONS IS \$644,512.70” and ends with “TOTAL COSTS ...\$644,512.70” and substitute the following:

THE TOTAL AMOUNT OF ALTERATIONS IS \$647,147.50 OF WHICH \$497,332.14 IS TI AND \$149,815.36 IS BSAC. THE COST BREAK DOWN IS AS FOLLOWS:

	TI	BSAC	TOTAL
TOTAL SUBCONTRACTORS BIDS	\$333,497.17	\$112,662.97	\$446,160.14
GENERAL CONTRACTOR’S FEE	66,240.67	22,532.59	\$ 88,883.26
OTHER LESSOR’S SOFT COSTS	\$ 39,744.40	\$ 0	\$ 0
ARCHITECT/ENGINEER FEE	12,535.80	\$ 1,000.00	\$ 13,535.80
LESSOR’S OVERHEAD & PROFIT	\$45,313.41	\$ 13,619.58	\$ 58,932.99
TOTAL COSTS	\$497,332.14	\$149,815.36	\$647,147.50

ALL OTHER TERMS AND CONDITIONS OF LA#1 WILL REMAIN IN FORCE AND EFFECT.
All work shall be substantially completed by the Lessor no later than January 15, 2016.

After Inspection and acceptance of the scope of work ordered by this LA by the Government, an advance copy of the final invoice must be emailed to Mark.Shinto@gsa.gov for review and approval.

Upon approval by GSA Lease Contracting Officer, the Lessor must submit the properly executed invoice to the GSA Finance Office Electronically at:

[Http://www.Finance.gsa.gov](http://www.Finance.gsa.gov)

Or

A Properly executed original be forwarded to:

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

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

General Services Administration
ATTN: Mark Shinto
Room 1010, 10 Causeway Street
Boston, MA 02222

For an invoice to be considered proper, it must:

1. Be received after execution of this LA
2. Reference Pegasys Document Number (PDN): PS 0032816
3. Include a unique, vendor supplied invoice number
4. Indicate the exact payment amount requested and
5. Specify the payee’s name and address. Payee’s name and address must exactly match the Lessor’s name and address above.

END OF LA #3

ALL OTHER TERMS AND CONDITIONS OF THE LEASE WILL REMAIN IN FORCE AND EFFECT.

INITIALS: OS LESSOR & MS GOV'T