

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT**

**LEASE AMENDMENT NO. 2
TO LEASE NO. GS-07B-17273**

ADDRESS OF PREMISES 3755 Milam Street
Beaumont, TX 77701-4723

THIS AGREEMENT, made and entered into this date by and between SUE LEVINE, TRUSTEE OF THE ALLAN L. LEVINE FAMILY TRUST and THOMAS J. PELLO LEVINE, TRUSTEE OF THE ALLAN L. LEVINE FAMILY TRUST (Former Lessor), and Susan P. Levine (Lessor),

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

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 6, 2016, as follows:

1. Susan P. Levine, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-17273 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after May 6, 2016. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-17273 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor.
3. Susan P. Levine Lessor waives all rights to payments under subject lease as against the Government arising prior to May 6, 2016.
4. Rent Payments Shall be made payable to: Susan P. Levine
[REDACTED]
5. SUE LEVINE, TRUSTEE OF THE ALLAN L. LEVINE FAMILY TRUST and THOMAS J. PELLO LEVINE, TRUSTEE OF THE ALLAN L. LEVINE FAMILY TRUST, former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease, GS-07B-17273, after May 6, 2016.
6. General Services Administration is required to have its lessors register in the System for Award Management (SAM). SAM is the primary vendor database for the United States Government and is valuable to you to ensure payment. SAM validates the lessor's information and electronically shares the secure and encrypted data with the federal agencies' finance offices to facilitate paperless payments through electronic funds transfer. Lessors must update or renew their registration annually to maintain an active status. For assistance contact the SAM Help Desk at www.sain.gov or; you may call 866-606-8220.
7. Notwithstanding the foregoing, all payments heretofore made by the Government to SUE LEVINE, TRUSTEE OF THE ALLAN L. LEVINE FAMILY TRUST and THOMAS J. PELLO LEVINE, TRUSTEE OF THE ALLAN L. LEVINE FAMILY TRUST, Former Lessor, and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on May 6, 2016 and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.

(Continued on Page 2 attached hereto and made a part of LA No. 2 to Lease GS-07B-17273)

INITIALS

GOV'T	LESSOR
DS	SL

Lease Agreement No. 2 attached to and made a part of Lease GS-07B-17273.

- 8. Susan P. Levine (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the lease to SUE LEVINE, TRUSTEE OF THE ALLAN L. LEVINE FAMILY TRUST and THOMAS J. PELLO LEVINE, TRUSTEE OF THE ALLAN L. LEVINE FAMILY TRUST, Former Lessor and Susan P. Levine, Lessor.
- 9. Susan P. Levine, Lessor, agrees to complete and return the GSA form 3518, Representations and Certifications, which will be attached and made a part of this agreement.

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 above date.

[Redacted Signature]

Entity Name: _____
Date: 6/23/2016

FORMER LESSOR: SUE LEVINE, TRUSTEE OF THE ALLAN L.

[Redacted Signature]

Name: Sue Levine
Title: Trustee of the Allan L. Levine Family Trust
Entity Name: _____
Date: 6/23/2016

WITNESSED BY:

[Redacted Signature]

Signature: _____
Name: _____
Title: _____
Date: 6/23/2016

WITNESSED BY:

[Redacted Signature]

Signature: _____
Name: Alisha Wager
Title: _____
Date: 6/23/2016

[Redacted Signature]

Title: _____
Entity Name: ALLAN L. LEVINE FAMILY TRUST
Date: 6/23/2016

WITNESSED BY:

[Redacted Signature]

Signature: _____
Name: ELLEN MARIANO
Title: NA
Date: 6/23/2016

FOR THE GOVERNMENT GENERAL SERVICES ADMINISTRATION

[Redacted Signature]

Name: SEE GRAHAM
Title: Lease Contracting Officer
GSA, Public Buildings Service

7/5/16