

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT NO. 1
	TO LEASE NO. <b>GS-03B-11349</b>
ADDRESS OF PREMISE Blackwater Center First Floor 828 Airpax Road Cambridge, MD 21613-6401	PDN Number <b>PS0026583</b>

THIS AMENDMENT, made and entered into this date by and between

**TYE 04/18 THE NEST INC**  
 whose address is: 6349 Basket Switch Road  
 Newark, MD 21841-2205

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 **issue Notice to Proceed for the construction of the Tenant Improvements and provide for lump sum payment of the Tenant Improvement Allowance overage.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 5/29/2013 as follows:

- A. The use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall now be hereby construed to mean "Lease Amendment".
- B. This Lease Amendment serves as Notice to Proceed (NTP) for the Tenant Improvements (TI) construction in the amount of \$294,606.00 in accordance with all Lease Requirements, the Design Intent Drawings (DIDs) and Construction Drawings. This amount includes the \$22,185.00 for A/E fees. Security costs are excluded from this LA #1 and will be issued under a separate Lease amendment.

The Tenant Improvement cost is \$294,606.00, of which \$237,101.10 shall be amortized in the rent over the firm term of five (5) years at an interest rate of six (6%), and \$57,504.30 shall be paid to the Lessor via a one-time lump sum payment, upon inspection and acceptance of the space by the Government. The Lessor shall deliver the space ready for Government occupancy within 90 calendar days from issuance of this Notice to Proceed.

This Lease Amendment contains two (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: [Redacted]  
 Signature: [Redacted]  
 Name: Scott S. Tye  
 Title: vice president  
 Entity Name: TYE 04/18 The Nest Inc  
 Date: 6-17-13

FOR THE GOVERNMENT: [Redacted]  
 Signature: [Redacted]  
 Name: Cathleen Tye  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, 3PRSC  
 Date: 6-26-2013

WITNESSED BY: [Redacted]  
 Signature: [Redacted]  
 Name: Scott S. Tye  
 Title: Vice President - BIC of OC  
 Date: 6-17-13

State of MD  
 County of Worcester  
 Subscribed and sworn to before me this  
17 day of June 2013

- C. This notice to proceed amount reflects a one week office closure (inclusive of two weekends) with supervision provided by the [REDACTED] from 7:00 AM – 11:00 PM. The office must be operational by the time it reopens after the closure. Any additional work to occur must be supervised and coordinated with the Government in advance. A detailed schedule shall be provided to the Government prior to the Construction Kickoff meeting, based on the Office closing at 4:00 PM on July 19, 2013, and reopening for business on July 29, 2013.
- D. Upon completion of the work, the Lessor shall contact the Lease Contracting Officer for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice in the amount of \$57,504.30 shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

A properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Lease Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division  
20 North Eighth Street, 8th Floor  
Philadelphia, PA 19107-3191  
Attn: Cathleen Ryer

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

NOTE: The payee's name and address must exactly match the Lessor's name and address listed on this Supplemental Lease Agreement (SLA).

Payment in the amount of \$57,504.30 shall be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

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

- E. The Lessor Hereby waives restoration as a result of all improvements.

INITIALS:

      
LESSOR

&

      
GOV'T