

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 5
	TO LEASE NO. GS-03B-11349
ADDRESS OF PREMISE Blackwater Center First Floor 828 Airpax Road Cambridge, MD 21613-6401	PDN Number PS0029296

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

whose address is: **TYE 04/18 THE NEST INC**
 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 [REDACTED] and provide for lump sum payment of the [REDACTED].

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

- A. This Lease Amendment serves as Notice to Proceed (NTP) for the construction of the door upgrades in the amount of [REDACTED] in accordance with all Lease Requirements, the Design Intent Drawings (DIDs), and the Salisbury Door and Hardware, Inc. Invoice dated 4-30-14, less the cost of the original doors. Proper installation of these doors shall be coordinated with local Government officials, at no additional cost to the Government. The Salisbury Door and Hardware, Inc. proposal, dated 4-30-2014, is hereby incorporated into the lease by reference. [REDACTED] shall be paid to the Lessor via a one-time lump sum payment, upon inspection and acceptance of the space by the Government.
- B. 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 [REDACTED] shall be submitted at:

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

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: [REDACTED]
 Title: V.P.
 Entity Name: THE NEST INC.
 Date: 7-2-14

FOR THE GOVERNMENT [REDACTED]
 Signature: [REDACTED]
 Name: Joseph M. Stephenson
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 3PRSC
 Date: 7/9/2014

WITNESS [REDACTED]
 Signature: [REDACTED]
 Name: [REDACTED]
 Title: PRCS
 Date: 7/2/14

- 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 Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Joseph M. Stephenson

For an invoice to be considered proper, it must:


- ◆ Be received after the execution of this LA,
- ◆ 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 Lease Agreement (LA).

Payment in the amount of \$8,810.00 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.

INITIALS:


LESSOR

&


GOVT

Lease Amendment Form 07/12