

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03P-LMD12132
ADDRESS OF PREMISES The Smallwood Building 2670 Crain Highway, Suite 107 Waldorf, Maryland 20601-2817	PDN Number: PS0029806

THIS AMENDMENT is made and entered into between

Smallwood Family Limited Partnership

whose address is: 2670 Crain Highway
Suite 302
Waldorf, MD 20601-2817

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 Change Order #1 door entry intercom system.

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 **April 29, 2015**, as follows:

A. This lease amendment formally and officially issues Notice-to-Proceed in the amount of [REDACTED] for Change Order #1 in accordance with the lessor's proposal dated 2/25/2015. The proposal is hereby incorporated into the lease by reference. The Lessor hereby waives restoration as a result of all improvements.

This Lease Amendment contains 5 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: [REDACTED]
Title: General Partner
Entity Name: Smallwood Family Limited Partnership
Date: 4/30/15

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
GSA, Public Buildings Service,
Date: 5/13/2015

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: [REDACTED]
Title: Property Manager
Date: 4/30/15

B. The Government shall reimburse the Lessor in a lump sum payment in the amount of [REDACTED], upon receipt of an original invoice after completion, inspection, and acceptance of the alteration by the Contracting Officer.

Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice 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 Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division (3PRSB)
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Donna Welcher

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 (PS0029806),
- ◆ 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 System for Award Management (SAM) for the DUNS included above.

Payment will 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.

C. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall vest with the Lessor and all rights of restoration shall be waived.

D. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not--
 - (a) Relieve the Lessor of responsibility for providing adequate control measures;
 - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
 - (c) Constitute or imply acceptance; or
 - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.

INITIALS: RS LESSOR & DE GOVT