

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT NO. 5	DATE 11/7/17
LEASE AMENDMENT		TO LEASE NO. LNM17272	
ADDRESS OF PREMISES  ALBUQUERQUE [REDACTED] 6700 EDITH BLVD NE ALBUQUERQUE, NM 87113-1398			
<p>The <u>ALBUSSA VENTURE LLC (FORMER LESSOR)</u>, a Kansas Limited Liability Company, duly organized and existing under the laws of Kansas with its principal office in 101 W 2nd St Ste 300, Davenport, IA 52801-1814; the <u>NGP VI ABQ NM LLC, (LESSOR)</u>, a Delaware Limited Liability Company duly organized and existing under the laws of Delaware with its principal office in 1650 Tysons Boulevard, Suite 200, McLean, Virginia 22102-4888; and the United States of America (Government) enter into this Lease Amendment as of 08/14/17.</p> <p><b>(a) The parties agree to the following facts:</b></p> <p>(1) The Government, represented by various Contracting Officers of the GENERAL SERVICES ADMINISTRATION, has entered into that certain lease with the Former Lessor, namely: LNM17272. The term "Lease," as used in this Lease Amendment, means the above described lease, including all modifications, made between the Government and the Former Lessor or its predecessor before the effective date of this Lease Amendment (whether or not performance and payment have been completed and releases executed if the Government or the Former Lessor has any remaining rights, duties, or obligations under the Lease). Included in the term "Lease" are also all modifications made under the terms and conditions of the Lease between the Government and the Lessor, on or after the effective date of this Lease Amendment.</p> <p>(2) As of 08/14/17, the Former Lessor has transferred to the Lessor all the assets of the Former Lessor involved in performing its obligations under the Lease by virtue of a SPECIAL WARRANTY DEED between the Former Lessor and the Lessor.</p> <p>(3) The Lessor has acquired all the assets of the Former Lessor involved in performing the Lease by virtue of the above transfer.</p> <p>(4) The Lessor has assumed all obligations and liabilities of the Former Lessor under the Lease by virtue of the above transfer.</p> <p>(5) The Lessor is in a position to fully perform all obligations that may exist under the Lease.</p> <p>(6) It is consistent with the Government's interest to recognize the Lessor as the successor party to the Lease.</p> <p>(7) Evidence of the above transfer has been filed with the Government.</p> <p>(8) Former Lessor and Lessor represent that the transfer has been properly effected and agree that the Government may rely on this representation.</p> <p>(9) Lessor will abide by Clause 52.9-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease.</p> <p><b>(b) In consideration of these facts, the parties agree that by this Lease Amendment—</b></p> <p>(1) The Former Lessor confirms the transfer to the Lessor, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.</p> <p>(2) The Lessor agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Lessor also assumes all obligations and liabilities of, and all claims against, the Former Lessor under the Lease as if the Lessor were the original party to the Lease.</p> <p>(3) The Lessor is bound by all previous actions taken by the Former Lessor with respect to the Lease, with the same force and effect as if the action had been taken by the Lessor.</p> <p>(4) The Government recognizes the Lessor as the Former Lessor's successor in interest in and to the Lease. The Lessor by this Lease Amendment becomes entitled to all rights, titles, and interests of the Former Lessor in and to the Lease as if the Lessor were the original party to the Lease. Following the effective date of this Lease Amendment, the term "Lessor," as used in the Lease, shall refer to the Lessor.</p> <p>(5) Except as expressly provided in this Lease Amendment, nothing in it shall be construed as a waiver of any rights of the Government against the Former Lessor.</p> <p>(Continued on Page 2 attached hereto and made a part of Lease Amendment No. 5 to Lease LNM17272)</p>			

(5) Except as expressly provided in this Lease Amendment, nothing in it shall be construed as a waiver of any rights of the Government against the Former Lessor.

(6) All payments and reimbursements previously made by the Government to the Former Lessor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Lease Amendment in the name of or to the Former Lessor shall have the same force and effect as if made to the Lessor, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Former Lessor and the Lessor agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Lease Amendment, other than those that the Government in the absence of this transfer or Lease Amendment would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Former Lessor guarantees payment of all liabilities and the performance of all obligations that the Lessor—

(i) Assumes under this Lease Amendment; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Former Lessor waives notice of, and consents to, any such future modifications.

(9) The Lease shall remain in full force and effect, except as modified by this Lease Amendment. Each party has executed this Lease Amendment as of the day and year first above written.

UNITED STATES OF AMERICA,

By Dea Sidam

Title CONTRACTING OFFICER

[Redacted] Lessor, NGP VI ABQ NM LLC

Signature

Name: DAVID D. KENT

Title: Manager

[Redacted] USSA VENTURE LLC

Signature:

Name: MICHAEL D. FISHERMAN

Title: MANAGER

Lessor: CERTIFICATE

I, DAVID D. KENT, certify that I am the Witness of NGP VI ABQ LLC, (Business Name), that David D. Kent, Mgr., (Owner Name), who signed this Agreement for this entity, was then Mgr. of this entity; and that this Agreement was duly signed for and on behalf of this entity by authority of its governing body and within the scope of its entity powers. Witness my hand and the seal of this entity this day of October 24, 2017. No seal... we do not have one

By [Redacted]; Exec. VA, NGP VI Mgmt LLC

Former Lessor: CERTIFICATE

I, MICHAEL D. FISHERMAN, certify that I am the Witness of USSA VENTURE LLC, (Business Name), that Michael D. Fisherman, (Owner Name), who signed this Agreement for this entity, was then MANAGER of this entity; and that this Agreement was duly signed for and on behalf of this entity by authority of its governing body and within the scope of its entity powers. Witness my hand and the seal of this entity this day of October 24, 2017.