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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | | LEASE AMENDMENT NO. 1 | DATE 3/14/17 | | | | | | |
| | | TO LEASE NO. GS-07B-17453 | LOK17453 | | | | | | |
| ADDRESS OF PREMISES | METAIRIE CENTRE 2424 Edenborn Ave., Ste. 460 Metairie, LA | | | | | | | | |
| THIS AGREEMENT, made and entered into this date by and between DLI MCALESTER LLC (Former Lessor), and UIRC-GSA VI MCALESTER OK, LLC, a Delaware Limited Liability Company (Lessor). | | | | | | | | | |
| whose address is | 15700 West 103rd Street Lemont, Illinois 60439 | | | | | | | | |
| 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 <u>January 5, 2017</u> , as follows: | | | | | | | | | |
| <ol style="list-style-type: none"> 1. UIRC-GSA VI MCALESTER OK, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-17453 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after January 5, 2017. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-17453 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. UIRC-GSA VI MCALESTER OK, LLC, Lessor waives all rights to payments under subject lease as against the Government arising prior to January 5, 2017. 4. DLI MCALESTER LLC, former Lessor, confirms the transfer and waives any claims and rights against the Governmnet that it now has or may have in the future in connection with this lease after January 5, 2017. 5. General Services Administration is required to have its lessors register in the System for Award Management (SAM). The 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.sam.gov or, you may call 866-606-8220. | | | | | | | | | |
| 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. | | | | | | | | | |
| <table border="1"> <tr> <td colspan="2">INITIAL</td> </tr> <tr> <td>GOVERNMENT</td> <td>LESSOR</td> </tr> <tr> <td>DS</td> <td></td> </tr> </table> | | | | INITIAL | | GOVERNMENT | LESSOR | DS | |
| INITIAL | | | | | | | | | |
| GOVERNMENT | LESSOR | | | | | | | | |
| DS | | | | | | | | | |

Lease Amendment No. 1 attached to and made a part of Lease GS-07B-17453.

- 6. Notwithstanding the foregoing, all payments heretofore made by the Government to DLI MCALESTER LLC, 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 January 5, 2017, 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.
- 7. UIRC-GSA VI MCALESTER OK, LLC, (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 DLI MCALESTER LLC.
- 8. The new owner of GS-07B-17453 is required to complete the GSA form 3518 enclosed and return it with the Lease Amendment which will be made part of the lease.
- 9. PAYEE ADDRESS: UIRC-GSA VI MCALESTER OK, LLC
15700 West 103rd Street
Lemont, Illinois 60439
DUN 080506840

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.

Lessor: UIRC-GSA VI MCALESTER OK, LLC
 Signature: [Redacted]
 Name: S. Bismarck Brackett
 Title: Manager
 Date: 03/08/2017

IN PRESENCE OF [Redacted]
 Signature: [Redacted]
 Name: Jami Lyn Fultz
 Title: Accountant
 Date: 03/08/2017

Former Lessor: DLI MCALESTER LLC
 Signature: [Redacted]
 Name: JAMES REYNOLDS
 Title: CEO
 Date: 03.08.2017

IN PRESENCE OF [Redacted]
 Signature: [Redacted]
 Name: Shirleen Tigert
 Title: Sr. Accountant
 Date: 3-8-17

UNITED STATES OF AMERICA
 Signature: [Redacted]
 Name: DEE GRAHAM
 Lease Contracting Officer
 General Services Administration
 819 Taylor Street
 Fort Worth, TX 76102-6105
 Date: 3/14/17