

|  |                                 |
|--|---------------------------------|
| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b>        | LEASE AMENDMENT No. 3           |
|  | TO LEASE NO. GS-03P-LMD12192    |
| <b>LEASE AMENDMENT</b>   |                                 |
| ADDRESS OF PREMISE<br>2600 Lord Baltimore Drive<br>Woodlawn, MD 21244-2606 | PDN Number:<br><b>PS0034425</b> |

**THIS AMENDMENT** is made and entered into between

**USGBF Ness Baltimore, LLC**

whose address is: **9830 Colonnade Blvd, Suite 600  
San Antonio, TX 78230-2209**

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 establish lump sum payment for alteration requirements.

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 **March 14, 2016**, as follows:

- A. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain all work as specified in this Lease Amendment at the Government's expense for the firm fixed price of [REDACTED].
- B. This Lease Amendment consists of the following documents hereto attached and incorporated into the Lease Contract:
  1. Lease Amendment Form 07/12
  2. Exhibit A: General Conditions for Lease Alterations
  3. Lessor's firm, fixed price proposal, and all associated documentation, dated March 9, 2016 and received via email on March 10, 2016 (incorporated by reference)

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 hereto have hereunto subscribed their names as of the below date.

**FOR THE LESSOR** [REDACTED]  
 Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: Executive Managing Director  
 Entity Name: USGBF Ness Baltimore LLC  
 Date: 3/15/16

**FOR THE GOVERNMENT** [REDACTED]  
 Signature: [REDACTED]  
 Name: Dominic A. Innaurato  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, Real Estate Acquisition Division  
 Date: 3-22-2016

**WITNESSED FOR THE LESSOR BY:**  
 Signature: [REDACTED]  
 Name: Paula Mortensen  
 Title: Operations Coordinator  
 Date: 3/15/16



- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there is any lump-sum reimbursements required as part of this agreement, the Lessor shall follow the procedures established within this Lease Amendment.

INITIALS: GRA & DAI  
LESSOR GOVT