

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03P-LMD12192
LEASE AMENDMENT	
ADDRESS OF PREMISE 2600 Lord Baltimore Drive Woodlawn, MD 21244-2606	PDN Number: PS0034879

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 April 28, 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, received via email on April 28, 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:

USGBF NESS BALTIMORE, LLC, a Maryland limited liability company

- By US Government Building Open-End Operating Partnership, L.P,
a Delaware limited partnership, its sole member
- By USAA GB OP GP, LLC, a Delaware limited liability company, its general partner
- By US Government Building Open-End REIT, L.L.C, a Delaware limited liability company, its manager
- By US Government Building US Lux JV, LP, a Delaware limited partnership, its manager

By [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

By US GB Partner [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

By US GB [REDACTED] er
Name: [REDACTED]
Title: Executive Managing Director

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR [REDACTED]
Signature: [REDACTED]

Name: Dominic A. Innaurato

Title: Lease Contracting Officer

GSA, Public Buildings Service, Real Estate Acquisition Division

Date: 5-16-16

- C. The total cost to the Government for the work included in this lease amendment is [REDACTED] and shall be paid via lump sum payment(s) to the Lessor upon the Government's inspection, acceptance and approval of the said work.
- D. Schedule – The Lessor shall complete all work contained in this amendment and deliver the space ready for occupancy to the Government no later than May 1, 2016.
- E. Security – All Security Requirements of the Government including, but not limited to, those identified in the Lease Contract and Statement of Work shall be adhered to during the length of the work.
- F. After 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, an advance copy of the invoice must also be faxed to the Contracting Officer at 215-209-0503 or via email at dominic.innaurato@gsa.gov:

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.

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.

- G. 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 rest with the Lessor and all rights of restoration shall be waived.

II. 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.
- (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.

INITIALS: GA & DAI
LESSOR GOVT

- (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: EA & DI
LESSOR GOVT