

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. 6</p> <hr/> <p>TO LEASE NO. GS-03P-12132</p>
<p>ADDRESS OF PREMISES The Smallwood Building 2670 Crain Highway, Suite 107 Waldorf, MD 20601-2817</p>	<p>PDN Number: PS0031890</p>

THIS AMENDMENT is made and entered into between **Smallwood Family, Limited Partnership**

whose address is: Smallwood Family, Limited Partnership
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 provide for change orders.

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 August 21, 2015 as follows:

- A. The Lessor shall furnish and maintain all labor, materials, tools, equipment, services, and associated work in accordance with the Government's scope of work and Lessor's proposals (Exhibit A).
- B. The total cost to the Government for the alterations is [REDACTED] and shall be paid via a one-time lump sum payment to the Lessor upon the Government's, inspection, acceptance, and approval of the said alterations. Any change orders that effect this pricing shall be submitted in writing to the GSA Contracting Officer for their approval.
- C. 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

This Lease Amendment contains 5 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: General Partner
Entity Name: Smallwood Family, Limited Partnership
Date: 8/31/15

Signature: [REDACTED]
Name: BRITNEY ROBERTSON
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/2/15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Amanda J Smallwood
Title: Property Manager
Date: 8/31/15

If invoicing either electronically or by mail, a advance copy of the invoice must also be e-mailed to the Contracting Officer at Jennifer.kauffmann@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.

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

F. INSPECTION OF CONSTRUCTION

(A) Definition. "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.

(B) 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.

(C) Government inspecting and tests are for the sole benefit of the Government and do not--

- (1) Relieve the Lessor of responsibility for providing adequate control measures;
- (2) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(D) 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.

(E) 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.

(F) 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.

(G) 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

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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.

(H) 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.


(I) If there are any lump-sum reimbursements required as part of this agreement, the following procedure shall be followed for reimbursement as instructed in Section 5 above.

All other terms and conditions of the lease shall remain in force and effect.

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