GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT

LEASE AMENDMENT NO. 28

TO LEASE NO. GS-04B-59146

ADDRESS OF PREMISES:

- 7915 Microsoft Way, Charlotte, NC 28273

THIS AGREEMENT, made and entered into this date by and between <u>USGBF FBI CHARLOTTE, LLC</u> whose address is 9830 Colonnade Blvd. <u>Suite 600 San Antonio, Texas 78230-2209</u>

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 incorporate the alterations into Lease Contract, issue the Notice to Proceed and establish the LUMP SUM payment for alterations.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon the Government's execution of this Lease Amendment (LA) and the Notice to Proceed is issued for the NOT TO EXCEED amount of \$11,850,67 in accordance with the specifications detailed in Exhibit A (Scope of Work dated 12/17/14, attached hereto and made a part hereof. Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as stated in Exhibit "A" Scope of Work. All work must be completed within 60 days from issuance of this Notice to Proceed.

Lessor will be paid a lump sum payment in the amount of \$11,860.57 after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in this Lease Amendment, and (b) stated and depicted in Exhibit "A", or (c) specifically requested in writing by the GSA Contracting Officer. Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. If, after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

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

FOR THE	FOR THE
Signature: Name: Glen E. Mitts Title: Executive Managing Director Entity Name: USGBF FBI Charlotte, LLC Date: 3/2//5	Signature Name: K Title: Les GSA, Public Buildings Service 4 5 Date:
WITNESSED FOR THE LESSOR BY	Funding Information:
Signatu Name: Nacher E. Merunge Title: ADMIN: WANAGER Date: 3-9-2015	DUNS Number: GSA Building Number: Accounting Code: Funds Certification:
	Loace Amondment No. 39 GC 54R 5014S DAGE 1 of 4St

Invoice submission for Payments will be made electronically through the GSA Finance Website at www.finance.gsa.gov. A copy of the invoice must be provided to the Building Manager at the following address:

General Services Administration Attn: Dale Starnes, Building Manager 205 Regency Executive Park Dr., Suite 440-A Charlotte, NC 28217

A proper invoice must include the following:

 Vendor supplied invoice numberInvoice dateName and address of the Lessor, EXACTLY as written on the Lease contract or as listed on this Lease AmendmentLease Contract number, Building Address, and a description, price and quantity of the item(s) deliveredGSA PDN Number PS0031169

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease Contract is made must sign.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous lease agreements, the terms and conditions of this Agreement shall control and govern.

Lecent

Government