

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT (SLA) No. 66	DATE JAN 28 2011
	TO LEASE NO. GS-03B-40131	
ADDRESS OF PREMISE 1500 Woodlawn Drive Woodlawn, Maryland 21207-4009	PDN Number: PS0019034	

THIS AGREEMENT, made and entered into this date by and between

Security Land and Development Company, Limited Partnership
c/o Cafritz Interests, Inc. – Suite 600

whose address is: 1660 L Street, NW
Washington, DC 20036-5676

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 change orders related to an existing alterations project.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- A. In consideration of lump sum payments totaling \$171,970.70, the Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain change orders and alterations specified in this Supplemental Lease Agreement.
- B. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:
 1. GSA Form 276
 2. Exhibit A: General Conditions for Lease Alterations
 3. Government Issued RFPs (as modified) associated with each change order within the scope of this SLA, as specified below.

This Supplemental Lease Agreement contains **72** pages.

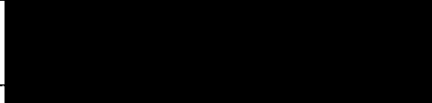
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

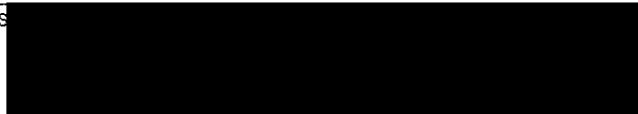
LESSOR SECURITY LAND AND DEVELOPMENT COMPANY, LIMITED PARTNERSHIP

SIGNATURE		NAME AND TITLE OF SIGNER	<i>Conrad Cafritz</i>
ADDRESS			

IN PRESENCE OF

SIGNATURE		NAME OF SIGNER	<i>Lisa Walker</i>
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UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH

	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

C. The following change orders and alterations are included in this SLA at the prices corresponding to each:

RFP & Change Order Number	Description	Total Cost **
RFP No. 1, CO #3 (security equipment credit)	Delete Security Equipment Installation	[REDACTED]
RFP No. 1, CO #5	Delete Blind Stand Relocation / Add Glass Doors to SPO	
RFP No. 1, CO #6	Vending Machine Relocation	
RFP No. 1, CO #14	Permit Costs	
RFP No. 4, CO #16	6th Floor Control Centers	
RFP No. 5A, CO #20	New Electric Panels	
RFP No. 12, CO #37	Electrical Changes at Help Desk	
RFP No. 13, CO #02 and CO #21	Signage Package for 6 th Floor and Balance of Building	
TOTAL NTP AMOUNT FOR CHANGE ORDERS:		\$ 171,970.70

**** Total costs listed in table above include SLDC 8% lessor overhead and profit corresponding to each item.**

Attached hereto and incorporated into the Lease are the Government Issued RFPs (as modified) associated with each of the change orders listed above.

- D. The total cost to the Government for the change orders and space alterations listed in Section C, above, is \$171,970.70 and shall be paid via lump sum payment(s) to the Lessor upon the Government's inspection, acceptance, and approval of the said alterations. Each line item listed in Section C, above, shall constitute one (1) phase of the work contracted for under this Supplemental Lease Agreement. The Lessor shall be permitted to invoice for work associated with each individual phase upon the Government's inspection and acceptance of work associated with such. In addition, within each phase, the Lessor shall be permitted to invoice separately for (a) materials and (b) labor and overhead and profit. Upon receipt and acceptance of the associated work by the Government for the items outlined above, the Lessor shall be permitted to invoice for such. In no event shall the sum of invoices for a given phase total more than the amount listed above for that specific line item. Likewise, the sum of all incremental progress payments and final invoice for work included in this SLA shall not exceed \$171,970.70.
- E. The lessor shall submit to the Government shop drawings or renderings (ie. "proofs") of each sign included in RFP No. 13 (CO #02 and CO #21) prior to production. The GSA Contracting Officer shall approve the proofs before the signs are furnished and installed, and before payment is made by the Government.
- F. With the exception of RFP No. 13 (CO #02 and CO #21) for tenant signage, all work outlined herein shall be completed on or before August 15, 2011, and a corresponding invoice shall be submitted for such on or before August 25, 2011. Should the Lessor require additional time to complete any work outlined herein, the Lessor shall request a time extension from the Government. Such request shall be in writing and addressed to the GSA Contracting Officer for review and approval. Work associated with RFP No. 13 (CO #02 and CO #21) shall be completed in accordance with the timeframes outlined under "Installation Requirement" in Attachment A to RFP No. 13, attached to this SLA. Unless an extension is officially approved in writing by the GSA Contracting Officer, all work must be completed by the timeframes established in this supplemental lease agreement.
- G. Miscellaneous – Upon receipt of this SLA, the Lessor shall develop a schedule for the work to be completed. The schedule shall be reviewed and approved by the Government. Progress meetings shall be held as necessary, at the discretion of the GSA Contracting Officer. All Security Requirements of the Government shall be adhered to during the length of the work.

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H. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration
 Greater Southwest Region (7BC)
 P.O. Box 17181
 Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
 Real Estate Acquisition Division, South Branch
 The Strawbridge Building, 9th Floor
 20 N. 8th Street
 Philadelphia, PA 19107
 Attn: Dominic Innaurato

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form (**PS0019034**),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

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.

I. 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.

J. 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.

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

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