

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 12

DATE

9/24/09

TO LEASE NO.
GS-03B-06310

ADDRESS OF PREMISE

Wedgewood South, Building #3
4420 Buckeystown Pike
Frederick, Maryland 21704-7543

PDN Number: PS0015631

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

85 South, LLC

whose address is 4600 Wedgewood Boulevard, Suite A
Frederick, MD 21703

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 alterations to install occupancy sensor switches, repair overhead door and wall, and expand fire alarm system.

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. Lessor shall furnish all labor, materials, tools, equipment, services and associated work (to include moving all furniture) to perform the scope of work in accordance with the lessor's attached proposals (below) dated July 17, 2009, May 18, 2009, and March 19, 2009, in the total amount of \$59,362.67.
- B. All work shall be completed within forty-five (45) calendar days after contract execution.

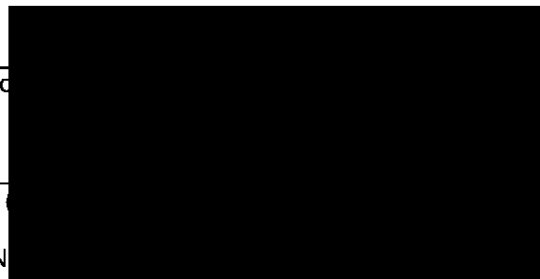
All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: 85 South, LLC

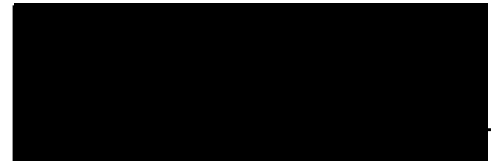
BY _____

IN THE PRESENCE OF _____



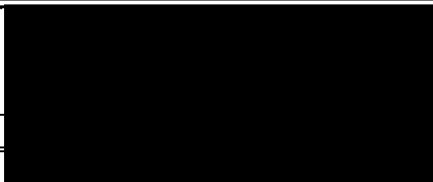
(Signature)

Authorized Person
(Title)



UNIT

BY _____



Contracting Officer
(Official Title)

Initials:

MS
Lessor

[Signature]
Government

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C. Upon completion of the work, the Lessor shall notify the contracting officer, Julie Hepp at (215) 446-5768, 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
Fort Worth, TX 76102-0181

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

GSA, Public Buildings Services
Baltimore Section, South Branch
The Strawbridge Building, 9th Floor
20 N. 8th Street
Philadelphia, PA 19107
Attn: Julie Hepp

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 (PS0015631)
- 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 to an address other than the one listed above, that remittance address must be entered below.

Remit To:

Payment in the amount of \$59,362.67 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.

- D. The attached clauses "General Conditions" are hereby attached to and part of this agreement.
- 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 right of restoration waived.

Initials: *W*
(REV. 7-67)

Lessor

 JH

Government

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GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed, Failure to do so will in no way relieve the lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

3. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

4. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during the Governments business hours 8:00am to 5:00pm Monday thru Friday.

5. USE OF BUILDING

The lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

6. ACCIDENT PREVENTION

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

7. FIRE HAZARDS

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

Initials: *mw*
(REV. 7-67)

Lessor

 [Signature]

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8. MATERIALS

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications, Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

9. LESSOR EMPLOYEES

Each employee of the lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1- 15 1, or who presents evidence from the Immigration-and Naturalization Service that employment will not affect his immigration status.

10. EXTRAS

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order

11. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 3 1.

12. DEBRIS AND CLEANING

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

13. GUARANTEE

Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

14. INSPECTION

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

15. INDEMNITY

The lessor shall save and keep harmless and indemnify the against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

Initials:

(REV. 7-67)

Lessor

Government

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