

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT  
No. 71

DATE

SUPPLEMENTAL LEASE AGREEMENT

May 10, 2011

TO LEASE NO. GS-03B- 40131  
PDN Number: PS00202S7

ADDRESS OF PREMISE

1500 Woodlawn Drive  
Woodlawn, Maryland 21207-4009

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 **null and void SLA #56 and to provide for the design of the health suite located in the low rise first floor.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 28, 2011 as follows:

1. Supplemental Lease Agreement Number S6 is null and void.
2. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide and complete the design portion of the attached scope of work (Exhibit A) in accordance with the Lessor's proposal (Exhibit B) and general conditions for Lease alterations (Exhibit C).
3. Upon receipt of this SLA, the Lessor shall provide a schedule for the work to be completed and submit to Jennifer Kauffmann. 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 shall be adhered to throughout the duration of this alterations project.
4. The Lessor shall complete the design required by this Supplemental Lease Agreement (SLA) and deliver the design within **ninety (90)** calendar days from receipt of this Notice to Proceed SLA.
5. The total cost to the Government for the design portion of this project is \$61,685.00 and shall be paid via a one-time lump sum payment to the Lessor upon the Government's, GSA and collectively, accept the said design. Any change orders that effect this pricing shall be submitted in writing to the GSA Contracting Officer for their approval.

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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 Security Land and Development Company, Limited Partnership

BY [Redacted Signature] PRESIDENT OF ITS G.P.  
(Title)

IN TESTIMONY WHEREOF, the Lessor has hereunto set its hand and seal this 10th day of May, 2011.  
[Redacted Signature] 1660 L STREET NW, SUITE 600 WASHINGTON, DC 20036  
(Signature) (Address)

UNITED STATES OF AMERICA, Public Building Services, Real Estate Acquisition Division

BY [Redacted Signature] Contracting Officer  
(Official Title)

6. After inspection and 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, a advance copy of the invoice must also be faxed to the Contracting Officer at 215-209-0589:

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ 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.

7. 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.

#### 8. 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.

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Lessor CC & Govt JK

- (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 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.