

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 76
	TO LEASE NO. GS-03B-40131
ADDRESS OF PREMISE 1500 Woodlawn Drive Woodlawn, Maryland 21207-4009	PDN Number: PS0024804

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.


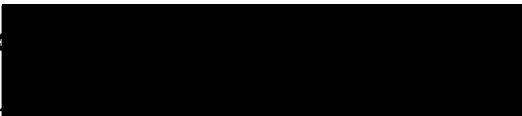
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- A. In consideration of lump sum payments totaling **\$7,626.97**, 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 Lease Amendment.
- B. This Lease Amendment consists of the following documents hereto attached and incorporated into the Lease Contract:
 1. Lease Amendment Form 07/12
 2. Exhibit A: General Conditions for Lease Alterations
 3. Government Issued RFP No. 34 (as modified) with scope of work.
 4. Lessor's firm, fixed price proposal with attachments


This Lease Amendment contains 13 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 below date.

FOR THE LESSOR Signature:  Name: <u>Conrad Cafritz</u> Title: <u>Chairman</u> Entity Name: <u>Security Land+Development Co., LP</u> Date: <u>10/11/2012</u>	FOR THE GOVERNMENT Signature:  Name: <u>Dominic A. Innaurato</u> Title: <u>Lease Contracting Officer</u> Date: <u>10-16-2012</u>
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GSA, Public Buildings Service, Real Estate Acquisition Division

WITNESSED FOR THE LESSOR BY:
Signature: 
Name: Julie Parr
Title: Sec. Assistant
Date: 10/11/2012

- C. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- D. The total cost to the Government for the change orders and space alterations included in this lease amendment is \$7,626.97 and shall be paid via lump sum payment(s) to the Lessor upon the Government's inspection, acceptance and approval of the said alterations. The Lessor shall be permitted to invoice for work as completed pursuant to the construction schedule incorporated in Supplemental Lease Agreement No. 72 upon the Government's inspection and acceptance of the associated work. In no event shall the sum of the invoices for work contained in this lease amendment exceed \$7,626.97.
- E. Schedule – The Lessor shall complete all work contained in this lease amendment in accordance with the construction schedule established in Supplemental Lease Agreement No. 72. Progress meetings shall be held as necessary, at the discretion of the GSA Contracting Officer.
- F. Security – All Security Requirements of the Government shall be adhered to during the length of the work.
- G. 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, 8th Floor
 20 N. 8th Street
 Philadelphia, PA 19107
 Attn: Dominic A. Innaurato

For an invoice to be considered proper, it must:

- 1) be received after the execution of this lease amendment,
- 2) reference the Pegasys Document Number (PDN) specified on this form (**PS0024804**),
- 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.

- H. 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.

INITIALS: CC LESSOR & DI GOVT