

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 78
	TO LEASE NO. GS-03B-40131
ADDRESS OF PREMISES Security West 1500 Woodlawn Dr Woodlawn, MD 21207-4009	PDN Number: PS0025791

**THIS AMENDMENT** is made and entered into 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 provide for the design and alterations of the k-4 arm bar.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 14, 2013 as follows:

- A. 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".
- B. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, and complete the attached scope of work (Exhibit A) in accordance with the Lessor's proposal (Exhibit B) and general conditions for Lease alterations (Exhibit C). In addition to the attached scope of work, the Lessor shall provide a hook to assist the guard with opening and lowering the beam. The color of the crash beam will be the standard yellow.
- C. Upon receipt of this Lease Amendment (LA) and within seven (7) calendar days, the Lessor shall develop 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 [REDACTED] security requirements shall be adhered to throughout the duration of this alterations project.

This Lease Amendment contains 18 pages.

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

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: Conrad Cafritz  
Title: President of its G.P.  
Entity Name: Security Land and Development Company, Limited Partnership  
Date: 3/18/13

Signature: [REDACTED]  
Name: DEBORAH BOGGS  
Title: Lease Contracting Officer  
Date: 3/26/13

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: executive assistant  
Date: 3/18/13

- D. The Lessor shall complete all alterations, improvements, and repairs required by this Lease Amendment (LA) and deliver the space within *one-hundred and twenty (120)* calendar days from receipt of this Notice to Proceed LA.
- E. The total cost to the Government for the alterations is \$88,381.90 and shall be paid via a one-time lump sum payment to the Lessor upon the Government's, GSA and [redacted] collectively, inspection, acceptance, and approval of the said alterations. Any change orders that effect this pricing shall be submitted in writing to the GSA Contracting Officer for their approval. Five (5) days prior to completion of the work, please notify Jennifer Kauffmann at Jennifer.kauffmann@gsa.gov, to arrange for an inspection.
- F. 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 LA,
- ◆ 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.

- G. 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.

H. 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.

INITIALS: CC & JK  
 LESSOR GOVT

(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.

(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.

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

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LESSOR GOVT