GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 3/22/12
	TO LEASE NO. GS-03B-09308	PDN NO. PS0022311

ADDRESS OF PREMISES
14700 Townsend Road
Philadelphia, PA 19154

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

BIT Holdings Eighteen Inc.
whose address is **1601 K Street NW**
Suite 1100
Washington, DC 20006

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 pay for design services and development of construction documents for interior security project, and the design services, survey and scope definition for the exterior security project.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective March 1, 2012, as follows:

A. The Lessor shall furnish all labor, materials, tools, equipment, services and associated work for design services and development of construction drawings for the interior security upgrades, as well as for the development of the survey, scope definition, and design services for the exterior security upgrades, necessary for the build-out of Government-leased space. Design submissions and construction drawings for the interior security project shall be submitted to the government for review within twenty eight (28) calendar days after this Supplemental Lease Agreement is executed by the government. Design submissions for the exterior security project shall be submitted to the government for review within one hundred and twenty (120) calendar days after this Supplemental Lease Agreement is executed by the government, subject to the process and review by the local municipality. Nothing contained in this SLA shall create a contractual relationship with or a cause of action in favor of a third party against the Lessor. Upon written acceptance of the drawings by the Government, Lessor makes no warranty as to the adequacy or performance of the design documents.

C. The Government shall pay the Lessor $56,050.00 for design services and construction documents in accordance with the architect proposal (Exhibit A). Payment shall be made after the Government's review and acceptance of the interior and exterior design submissions.

D. 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 invoice shall be submitted at: http://www.finance.gsa.gov

-OR-

This SLA contains **6** pages.

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.

William K. Mihm

Vice President/Assistant Secretary

LESSOR ▮▮▮

BY ▮▮▮

(Title)

IN THE PRESENCE OF ▮▮▮

1601 K St., NW. Suite 1100 Washington, DC 20006

(Signature)

(Address)

UNIT ▮▮▮ SITION DIVISION

BY ▮▮▮

Contracting Officer

(Official Title)

Page: _____1_____ & _____6_____

a properly executed original invoice shall be forwarded to the

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181.

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191,
Attn: Ellen Beears

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.

Initials: _U/h_ & _(9c)_   Page: ___2___ & ___6___
　　　　　Lessor　　　　Gov't