

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE 7/16/2012
	TO LEASE NO. GS-03B-09038	PDN NO. PS0023742

ADDRESS OF PREMISES
**14700 Townsend Road
Philadelphia, PA 19154**

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

whose address is **BIT Holdings Eighteen Inc.**
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 provide alterations to the office area as outlined in Bulletin # 3.**

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, as follows:

- A. The Lessor shall furnish all labor, supervision, materials, tools, equipment, services and associated work to complete work referenced on the attached proposals. The work shall be completed in coordination with the tenant improvement build-out.
- B. The total cost to the Government for the above alterations is \$219,016.05. The government shall pay \$134,516.05 via a one-time lump sum payment to the Lessor upon the Government's inspection, acceptance, approval of the said alterations and the tenant improvement build-out. The Government will pay the remaining \$84,500.00 through the tenant improvement allowance, which will be amortized into the rent.
- C. The Lessor shall complete all alterations, improvements, and repairs required by this Supplemental Lease Agreement (SLA) and deliver the space alterations within seventy (70) calendar days after GSA [redacted] gives written notice (email is acceptable) that the Office area is ready and available for the contractors to begin working.
- 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 **20** 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

LESSOR: **BIT Holdings Eighteen Inc**
BY [redacted]
(Signature)

William K. Mihm
Vice President/Assistant Secretary

(Title)

IN THE PRESENCE OF
[redacted]
(Signature)

1601 K St. NW Washington DC 20006 Suite 1100
(Address)

UNITED STATES OF AMERICA
BY [redacted]

CONTRACTING OFFICER

(Official Title)

SUPPLEMENTAL LEASE AGREEMENT

No. 3

TO LEASE NO.

GS-03B-09308

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 (PS0023742)
- 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: WM
Lessor

& EB
Gov't

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