

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 80
	TO LEASE NO. GS-03B-40131
ADDRESS OF PREMISE 1500 Woodlawn Drive Woodlawn, Maryland 21207-4009	PDN Number: PS0026110

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 establish lump sum payment for change orders related to an existing alterations project.

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 April 17, 2013, as follows:

- A. In consideration of lump sum payments totaling **\$65,761.86**, 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. Incorporated by reference are all Government Issued RFPs (as modified) and corresponding Lessor's Proposals associated with each change order within the scope of this amendment, as specified below.

This Lease Amendment contains 12 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: Conrad Cafritz

Title: Chairman

Entity Name: Security Land + Development Co. LP

Date: 4/26/2013

FOR THE GOVERNMENT

Signature: _____

Name: Dominic A. Innaurato

Title: Lease Contracting Officer

GSA, Public Buildings Service, Real Estate Acquisition Division

Date: MAY 01 2013

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Julie Park

Title: admin assistant

Date: 4/26/13

C. The following change orders and alterations are included in this amendment at the prices corresponding to each:

RFP & Change Order Number	Description	Total Cost **
RFP No. 44, CO No. 67	Mod 2 Appliance Center	██████████
RFP No. 47, CO No. 70	Mailroom Doors	██████████
TOTAL NTP AMOUNT FOR CHANGE ORDERS:		\$65,761.86

** Total costs listed in table above include SLDC lessor overhead and profit corresponding to each item.

Incorporated into this Lease

- D. The total cost to the Government for the change orders and space alterations included in this lease amendment is \$65,761.86 and shall be paid via lump sum payment(s) to the Lessor upon the Government's inspection, acceptance and approval of the said alterations. At the discretion of the GSA Contracting Officer, the Lessor may be permitted to invoice for work in phases as completed pursuant to the Government approved construction schedule and upon the Government's inspection and acceptance of the associated work for each invoiced phase. The Lessor shall notify the Contracting Officer that an invoice for partial payment is being requested and receive the Contracting Officer's approval prior to submitting any invoice for partial payment. In no event shall the sum of the invoices for work contained in this amendment exceed \$65,761.86.
- E. Schedule – The Lessor shall complete all work contained in this amendment and deliver the space ready for occupancy to the Government no later July 5, 2013. 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
 Fort 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 (PS0026110),
- 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.

INITIALS: CC LESSOR & DIF GOVT