

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. <u>4</u>
	TO LEASE NO. <u>GS--03B-09038</u>
	PDN NO. <u>PS0024153</u>

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 provide for the relocation of existing shelving, to provide additional shelving as outlined in Bulletin # 8, and to provide temporary doors, locks, and a security panel outlined in Bulletin # 10.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 9, 2012, 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 \$93,823.10. The government shall pay \$93,823.10 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.
- C. The Lessor shall complete all alterations, improvements, and repairs required by this Lease Amendment and deliver the space alterations within fifty (50) calendar days.
- 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 Lease Amendment contains 18 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 below date.


FOR THE LESSOR:

Signature:   
Name: William K. Mihm  
Title: Vice President/Asst. Sec.  
Entity Name: BIT HOLDINGS EIGHTEEN, INC.  
Date: 9.28.12

FOR THE GOVERNMENT:

Signature: A. Allen C. Blum  
Name: Allen C. Blum  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 11/13/12

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: William D. H. Tees  
Title: Analyst  
Date: 9.28.12

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, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3191  
Attn: Ellen Bears

For an invoice to be considered proper, it must:

- be received after the execution of this Lease Amendment,
- 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.

E. The following clause, General Conditions for Lease alterations, is hereby added to this lease:

GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed, Failure to do so will in no way relieve the lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

Initials: WLB  
Lessor

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3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

6. USE OF BUILDING.

The lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION.

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

8. FIRE HAZARDS.

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS.

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

10. LESSOR EMPLOYEES.

Each employee of the lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration-and Naturalization Service that employment will not affect his immigration status.

11. EXTRAS.

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

12. PRICING OF ADJUSTMENTS.

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING.

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

14. GUARANTEE.

Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION.

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

16. INDEMNITY.

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

Initials: Wm & ECB  
Lessor Gov't