

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.  
GS- 03B-09074

ADDRESS OF PREMISES  
City Crescent Building  
10 South Howard Street  
Baltimore, Maryland 21201

THIS AGREEMENT, made and entered into this date by and between City Crescent Limited Partnership

whose address is 7034 Liberty Road  
Baltimore, Maryland 21207

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 31, 1993, as follows:

1. The Government shall pay the lessor, City Crescent Limited Partnership, a lump sum payment of \$403,900. This payment is compensation for the above-standard alterations for the [redacted]; [redacted]; [redacted]; and a modification in the floor loading requirements that necessitated changes to structural steel.
2. Lessor shall furnish all labor, materials, tools, equipment, services and associated work to perform the scope of work in accordance with your February 6, 1993, proposal, as modified as a result of the February 25, 1993, negotiations and the Government provided Design Intent Drawings.

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 City Crescent Limited Partnership

BY [redacted]  
IN PRESENCE [redacted]

[redacted] (Title)  
[redacted] (Address)

UNITED STATES OF AMERICA Real Estate Division, Shenandoah Branch

BY [redacted] 5/17/93

Contracting Officer  
(Official Title)

Supplemental Lease Agreement No.  
Lease Number GS-03B-09074

3. After inspection and acceptance of such work by the Government, an invoice duly executed by Lessor for the cost of the work shall be forwarded to General Services Administration, Real Estate Division, Shenandoah Branch, Wanamaker Building, 100 Penn Square East, Philadelphia, Pa. 19107-3396.
4. The invoice must reference the Lease and the Supplemental Lease Agreement numbers and it must describe the work completed. Payment will become due within 30 days from receipt of proper invoice by the Government.
5. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove by the Government at the end of this lease term, or any extension thereof, title shall rest on the Lessor and all rights or restoration waived.

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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 be 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.

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.

INITIALS:

                      
LESSOR

                      
GOVERNMENT

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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. Lessor should ascertain the hours during which work can be performed when preparing his offer.

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 Buildings Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION:

The lessor shall use physical means to restrict access or direct flow of pedestrians of vehicle 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.

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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 a 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 the proposes to use in the performance of the work. the lessor will not use any material which the Contracting Office determines would be unsuitable for the purpose of 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 evidence by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employees will not affect his immigration status.

11. EXTRAS:

Except as otherwise provided in the agreement, no charge for extra work of 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 area a factor in any determination of an agreement price adjustment pursuant to the changes clauses 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.

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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 materials, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representatives. 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 whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to 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 negligent acts or omissions of the lessor.

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