

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</p> <p>SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT No. 38 39 <i>MS</i></p> <p>TO LEASE NO. GS-03B-09074</p>	<p>DATE 2-8-10</p>
<p>ADDRESS OF PREMISE City Crescent Building 10 South Howard Street Baltimore, Maryland</p>	<p>PDN Number: PS0016656</p>	
<p>THIS AGREEMENT, made and entered into this date by and between City Crescent, LLC whose address is 1020 19th Street, NW, Suite 550 Washington DC 20036</p>		
<p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p>		
<p>WHEREAS, the parties hereto desire to amend the above Lease, To issue notice to proceed for Change Order 12 NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>January 27, 2010</u>, as follows:</p>		
<p>A. Paragraph 13 to the Rider of the lease is hereby amended by adding to the existing text the following: This Supplemental Lease Agreement (SLA) formally and officially issues Notice to Proceed for the [REDACTED] Change Order 12 proposed for the City Crescent Building located at 10 South Howard Street in Baltimore Maryland.</p>		
<p>"1. The Lessor shall furnish all labor, materials, tools, equipment, services and associated work (to include moving all furniture) to perform the scope of work in accordance with the Lessor's proposals dated January 13, 2010. This document is incorporated by reference. The document describes the electrical upgrade for the 8th floor required for the [REDACTED] space at 10 South Howard Street in Baltimore, Maryland.</p>		
<p>2. Upon completion of the work a lump-sum payment for the alterations will be made in the amount of \$6,497.70. The Lessor must submit an invoice, which includes the PDN Number PS0016656 directly to GSA Finance at GSA, Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth, TX 76102-018. Also a copy of the invoice must be sent to the GSA Contracting Officer.</p>		
<p>3. All work shall be completed by the Lessor within thirty (30) days of the Lessor's receipt of Government Approved finishes and written notice to proceed. In case of failure on the part of the Lessor to complete the work within the aforementioned time frame of this Supplemental Lease Agreement (SLA), the Lessor shall pay the government a fixed and agreed liquidated damages, pursuant to this clause, the sum of \$100.00 a day for every calendar day that the delivery is delayed beyond the date specified for completion of this SLA work.</p>		
<p>All other [REDACTED] in force and effect. IN WITNESS [REDACTED] names as of the above date.</p>	<p>[REDACTED]</p>	
<p>LESSOR BY [REDACTED]</p>	<p><i>Agent</i> _____ (Title) 1020 19th St, N.W. Suite 550 (Address) Washington D.C. 20032</p>	
<p>UNITED STATES OF AMERICA BY [REDACTED]</p>	<p>_____ Contracting Officer (Official Title)</p>	

Initials: *[Signature]*
Lessor

ms
Government

SUPPLEMENTAL LEASE AGREEMENT

No. ~~38~~ 39

MS

TO LEASE NO.

GS-03B-09074

4. Upon completion of the work, the Lessor shall notify Maria Szkotak on (215) 446-4538 to arrange for inspection. Said inspection and acceptance of such work by the government shall occur within ten (10) business days of Lessor's notification. Following the same, rent shall commence on the acceptance of the space 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 same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension thereof, title shall rest with the Lessor and all rights of restoration shall be waived."

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page 2 of 8

GSA FORM 276 (REV. 7-67)