

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 41	DATE 6-9-2010
	TO LEASE NO. GS-03B-09074	
ADDRESS OF PREMISE City Crescent Building 10 South Howard Street Baltimore, Maryland	PDN Number: PS0017475	
<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 20038</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 Design Services NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>June 2, 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] [redacted] design services 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 proposal dated December 22, 2009. This document is incorporated by reference. The document describes the design and architectural services of the sixth floor required for the [redacted] [redacted] space at 10 South Howard Street in Baltimore, Maryland.</p> <p>2. The total cost to the Government for the above design services shall be \$50,664.90. The Government agrees to reimburse the Lessor through monthly progress payments. The Lessor shall submit monthly invoices to the Government reflecting work completed. Upon the Government's inspection and acceptance of the work, the Government shall reimburse the Lessor for the amount of the invoice. In no event shall the Government reimburse the Lessor for work it does not deem to be completed in a satisfactory manner.</p> <p>The Lessor must submit an invoice, which includes the PDN Number PS0017475 directly to GSA Finance at GSA, Greater Southwest Region (7BC), P. O. Box 17181, Fort Worth, TX 76102-0181. 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 sixty (60) 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] shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties have signed and subscribed their names as of the above date.</p> <p>LESSOR</p> <p>BY [redacted] _____</p> <p>[redacted] _____</p> <p>[redacted] _____</p> <p>UNITED STATES OF AMERICA</p> <p>BY [redacted] _____</p> <p>[redacted] _____</p> <p>Contracting Officer (Official Title)</p>		

Initials: [Signature] [Signature]
 Lessor Government

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4. Upon completion of the work, the Lessor shall notify Maria Szkotak on (215) 448-4538 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."

6. 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 -

a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If involving 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, 9th Floor
Philadelphia, PA 19107-3191
Attn: Maria Szkotak, 3PRSB

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,
- ♦ 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:

AS
Lessor

MS
Government

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GSA FORM 276 (REV. 7-67)