

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 4

1/2/92

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 03B-09074

ADDRESS OF PREMISES City Crescent Office Building  
Baltimore & Howard Streets  
Baltimore, Maryland

THIS AGREEMENT, made and entered into this date by and between  
City Crescent Limited Partnership  
c/o Otis Warren Real Estate Services  
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 December 23, 1991, as follows:

- A) Paragraph 13 of the Rider to Lease is amended by deleting the existing text and substituting in lieu thereof, the following:

"13. Lessor will complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government by no later than March 31, 1993. When the lessor has completed all such alterations, improvements, and repairs, lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected. Upon the date of completion of such alterations, improvements, and repairs, and the inspection and acceptance by the Government, the term of this lease shall commence and shall continue for (ten) 10 consecutive calendar years. Upon acceptance of the leased premises by the Government, the same shall be measured, and rental shall be paid, in accordance with paragraph 21 of the solicitation section of the lease, "Net Usable Space" and paragraph 7 of the General Clauses, GSA Form 3517 "Measurement and Payment" at the rate of \$23.75 per net usable square foot per year. The annual rent for the first four (4) months of the lease term shall be abated."

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

Otis Warren of Maryland Inc.  
Managing General Partner

BY

(Title)

2309 Wheatley Dr. #103 Baltimore MD 21207  
(Address)

U Estate Division, Shenandoah Branch

Contracting Officer

BY

1/2/92

(Official Title)

B. Paragraph 16 is hereby added to the Rider to Lease as follows:

"16. This lease may be renewed at the option of the Government for the following terms and at the following rentals:

A. For the base rent of \$30.27 per square foot subject to all accrued operating cost and real estate tax escalations paid by the Government and continuation of those escalations upon the same base and schedule set forth in the lease for one ten (10) year period commencing immediately after the initial lease term. W AP

B. For the base rent of \$38.04 per square foot such base rent subject to all accrued operating cost and real estate tax escalations paid by the Government and continuation of those escalations upon the same base and schedule set forth in the lease for <sup>one</sup> ~~the~~ five (5) year period commencing immediately after the first option period. W AP

If the Government opts to make the lease net of electricity after year ten.

C. For the base rent of \$25.91 per square foot such base subject to all accrued operating cost and real estate tax escalations paid by the Government and continuation of those escalations upon the same schedule but an amended base net of electricity for one ten (10) year period commencing immediately after the initial lease term. W AP

D. For the base rent of \$31.36 per square foot such base subject to all accrued operating costs and real estate tax escalations paid by the Government and continuation of those escalations upon the same schedule but an amended base net of electricity for one five (5) year period commencing immediately after the first option period. W AP

provided notice be given in writing to the lessor at least ~~365~~ 366 W AP days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing."

Initials: \_\_\_\_\_

W  
Lessor

AP  
Government

Supplemental Lease Agreement  
Number 4 to Lease Number GS-03B-09074  
Page 3.

- C. Paragraph 17 is hereby added to the Rider to Lease as follows:

"17. The Government has the unilateral right to purchase the City Crescent Building provided notice be given in writing to the Lessor at least 365 days before the end of the initial ten year lease term for the purchase price of Forty-Five Million Nine Hundred and Twenty Thousand Dollars (\$45,920,000.00) payable at closing. Closing would occur within 120 days of the expiration date of the initial lease term. In addition to the purchase price quoted above the Government must satisfy the City of Baltimore's \$2,800,000.00 purchase money note and accrued interest.

The Government, or its assigns, may exercise this option, through any duly authorized representative, by delivery to Lessor, written notice of its' election to exercise this option within the timeframes specified above. *WJ*

At settlement, Lessor shall deliver to the Government, or its' assigns a deed to the above described property."

- D. Paragraph 3.8 Liquidated Damages of Solicitation for Offers MMD99999 on page 8 of the lease is amended by deleting the existing text and substituting, in lieu thereof, the following:

"3.8 In case of failure on the part of the lessor to complete the work within the time frame fixed in the lease contract, the lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clauses, the sum of \$5,000.00 per day for the first thirty days (1-30), \$6,000.00 per day for the <sup>next</sup> ~~second~~ thirty (31-60) and \$7,000.00 per day, after sixty days ~~for~~ each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government."

Initials: \_\_\_\_\_

*WJ*  
Lessor

*10*  
Government

Supplemental Lease Agreement  
Number 4 to Lease Number GS-03B-09074  
Page 4.

- E. Paragraph 2 of the General Clauses on Page 218 of the lease is amended by adding the following language to the end of the paragraph.

"For the period through June 30, 1992, the lessor shall not request and a time extension shall not be granted under this clause for any cause or reason whatsoever. This provision shall apply ~~therefor~~ for any actions, causes, delays, etc. experienced during the period through June 30, 1992, for which no extension shall be requested or granted." 10  
11

- F. Paragraph 11 of the General Clauses on Page 219 of the lease is hereby amended by deleting the existing text and by inserting in lieu thereof the following:

"11A. In the event the premises are totally destroyed by fire or other casualty, or the premises are partially destroyed and such partial casualty renders the entire premises untenable, the Government shall direct the repair or rebuilding of the premises existed before such fire or other casualty and the Government shall reoccupy the premises upon completion of the repairs or rebuilding. In such event, the payment of rent during the repair period hereunder shall be abated until the premises are rebuilt and accepted by the Government.

B. In the event the premises are partially destroyed by fire or other casualty but such fire or other casualty does not render the entire premises untenable, the Lessor shall repair or rebuild the premises as expeditiously as practicable to a condition as the premises existed before such fire or other casualty and the rent during the repair period shall abate in proportion to the portion of the premises rendered untenable.

Initials:

WE

Lessor

AP

Government

C. The Lessor shall be obligated to maintain insurance coverage sufficient to insure the funds necessary to restore the premises as may be required under the events described in paragraphs A and B of this clause, provided such insurance is available in the normal course of business. ~~At the execution of this Addendum, the parties hereto agree that the insurance maintained by Lessor as set forth in Exhibit A attached hereto and made a part hereof as fully as if set forth herein is satisfactory.~~ Should the Lessor fail to maintain such adequate insurance coverage, the Government may terminate this lease upon forty-five days prior written notice to Lessor of (i) any event set forth in paragraph A and B of this clause, and (ii) Lessor's failure to secure a commitment to obtain funds necessary to rebuild the Premises before the expiration of such forth-five day period. Lessor shall maintain such necessary insurance coverage at no expense to the Government. The Government shall have the right to examine insurance certificates of the Lessor related to the premises upon fifteen days written notice to the Lessor."

delete

*W*

Initials:

*W*

Lessor

*SP*

Government