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<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT (SLA) No. 25</b>	<b>DATE</b>  <b>07 OCT 2003</b>
<b>ADDRESS OF PREMISE</b> City Crescent Building 10 South Howard Street, Baltimore, MD 21201		<b>TO LEASE NO.</b> <b>GS-03B-09074</b>  <b>ACT Number</b>
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align: center;">City Crescent Limited Partnership C/O Otis Warren Real Estate Services</p> <p>whose address is : 10 South Howard Street Baltimore, Maryland 21201</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 by contracting with the lessor to provide, install, and maintain space alterations described in the attached drawings within GSA leased space on the second floor of the City Crescent Bldg.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>Upon acceptance by Government</u>, as follows:</p> <p>At this time, the Government issues Notice to Proceed with all alterations within the scope of work that is incorporated in this supplemental lease agreement.</p> <p><b>A.</b> Lessor shall furnish, install and maintain all labor, material, tools, equipment services and associated work to provide the alterations as described in the attached design intent drawings, dated December 12, 2002, as modified on May 22, 2003 (red-lined).</p> <ul style="list-style-type: none"> <li>- Wilhelm's estimate of May 30, 2003 for the [REDACTED]</li> <li>- Wilhelm's estimate of May 30, 2003 for the [REDACTED]</li> </ul> <p>These documents described the required alterations for both the [REDACTED], and the [REDACTED] on the second floor of the City Crescent Building, 10 South Howard Street, Baltimore, Maryland.</p> <p><b>B. TERMS:</b> The cost to the Government for all the work described in Paragraph A. shall be funded via a lump sum payment to the lessor of \$90,000.00, upon the Government's acceptance of the alterations and a <del>\$65,700</del> annual rent increase for a period of 60 months, at which time the alterations are paid in full and the annual rent shall revert to its pre-SLA 25 rate.</p> <p style="text-align: right;"><i>\$69,135.24 @ DWG</i></p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR - City Crescent Limited Partnership  BY [REDACTED]	<p style="text-align: center;"> <u>MANAGING GENERAL PARTNER</u>          (Title)   <i>10 S. Howard St., Suite 110</i>          (Address)  <i>Baltimore, MD 21201</i> </p>	
BY [REDACTED]	<p style="text-align: center;"> <u>Contracting Officer</u>          (Official Title)       </p>	

B. TERMS, continued

The terms of this SLA are derived from the lessor's June 2, 2003 proposal of \$346,141.08.

Upon the Government acceptance of these alterations, the Government will make a lump-sum payment of \$90,000 and amortized the remaining balance for the next 60 months. This amortization will increase the current annual rent by ~~\$65,786~~. The Government will make 60 equally monthly payments of ~~\$5,482.17~~. Then, at the conclusion of this 60-month period, this ~~\$65,786~~ annual amount, shall be removed from the monthly rental payments. (See B-1 Below)

*Handwritten notes:*  
69,135.24 @  
65,786  
\$5,761.27 @

C. INSPECTION OF CONSTRUCTION

(A) Definition. "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.

(B) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.

(C) Government inspecting and tests are for the sole benefit of the Government and do not--

- (1) Relieve the Lessor of responsibility for providing adequate control measures;
- (2) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (I) below.

(D) The presence or absence of a Government inspector does not relieve the lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.

(E) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.

B-1 Commencement of the monthly payment of \$5,761.27, will be effective as of the 1st of the month following the Government's final inspection and acceptance of the alterations.

Initials:           @            
Lessor

          DWO            
Government

(F). If the lessor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the lessor or (2) terminate for default the Lessor's right to proceed.

(G) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(H) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(I) 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 this lease term, or any extension thereof, title shall vest in the Lessor and all right or restoration waived.

(J) If there are any lump-sum reimbursements required as part of this agreement, the following procedure shall be followed for reimbursement: After final inspection and acceptance of such work by the Government, an invoice, which includes the ACT Number, duly executed by the lessor for the cost of the work completed shall be directly forward to the General Services Administration 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.

D. DAMAGES

All work shall be completed <sup>228</sup>120 days from receipt by the lessor of the award letter. 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 as fixed and agreed liquidated damages, pursuant to this clause, the sum of \$200.00 a day for every calendar day that the delivery is delayed beyond the date specified for completion of this SLA work.

Initials:

[Signature]  
Lessor

[Signature]  
Government

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The following clause, General Conditions for Lease alterations, are 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.

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 after the Governments business hours or on weekends.

Lessor  Government 