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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT | | SUPPLEMENTAL AGREEMENT No. 42 | DATE <u>9-1-10</u> |
| ADDRESS OF PREMISE City Crescent Building 10 South Howard Street Baltimore, Maryland 21201-2528 | | TO LEASE NO. GS-03B-09074 | |
| THIS AGREEMENT, made and entered into this date by and between City Crescent, LLC whose address is 1020 19 th Street, NW Suite 550 Washington, DC 20036 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 <u>March 31, 2010</u> , as follows: | | ACT Number | |
| <p>A. This Supplemental Lease Agreement (SLA) implements certain rent reductions pursuant to Paragraph 3.10 ADJUSTMENT FOR VACANT PREMISES of the lease:</p> <p>These reductions and future accrued escalations shall take effect on March 31, 2010 and every year hereafter.</p> <ol style="list-style-type: none"> 1. A rental rate reduction, based upon the actual portion of the operating expenses not required to maintain the space for 1,821 usable square feet of space located on the first floor, shall be implemented under the Paragraph 3.10 ADJUSTMENT FOR VACANT PREMISES of the lease and SLA no. 32, in which the reduction shall be <u>\$5.08</u> per usable square foot or <u>\$9,250.68</u> annually. This reduction shall be adjusted annually per the CPI escalation on the cost of services. Per SLA no. 32, the rate of \$5.08 is escalated per CPI, with 2004 being the base year for these deductions. 2. A rental rate reduction, based upon the actual portion of the operating expenses not required to maintain the space for future vacant premises on floors 1-11 shall be implemented under the Paragraph 3.10 ADJUSTMENT FOR VACANT PREMISES of the lease and SLA no. 32, in which the reduction shall be <u>\$3.98</u> per square foot or <u>\$59,413.44</u> annually. This reduction shall be adjusted annually per the CPI escalation on the cost of services. Per SLA No. 32, the rate of \$3.98 is escalated per CPI, with 2004 being the base year for these deductions. | | | |
| All of the above terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties have subscribed their names as of the above date. | | | |
| LESSOR BY _____ IN THE PRESENCE OF _____ _____ (Signature) | | _____ Agent (Title) _____ (Address) | |
| UNITED STATES OF AMERICA, General Services Administration | | | |
| B _____ _____ (Signature) | | _____ Contracting Officer (Official Title) | |

SUPPLEMENTAL LEASE AGREEMENT

No. 42

TO LEASE NO.

GS-03B-09074

Current vacant square footage per Paragraph A. 1. of SLA 41 totals the following:

Floor 1 1,821 usable square feet

Total Vacant Square footage: 1,821 usable square feet

Current vacant square footage per Paragraph A. 2. of SLA 41 totals are the following:

Floor 1 580 usable square feet

Floor 2 1,415 usable square feet

Floor 4 1,841 usable square feet

Floor 6 6,465 usable square feet

Floor 7 4,627 usable square feet

Total Vacant Square footage: 14,928 usable square feet

3. If some or all of the vacant space is re-occupied, the original operating cost rate will be applied to this space that is now occupied. This rate will be the original operating cost per foot, plus all accrued escalations.

GSA FORM 276 (REV. 7-67)

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2

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2