

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. 1	DATE 03/12/2012
	TO LEASE NO. GS-03B-11323	
ADDRESS OF PREMISE 217 East Redwood Street Baltimore, Maryland 21202-3376		

THIS AGREEMENT, made and entered into this date by and between

Redwood Tower Limited Partnership

whose address is 217 East Redwood Street, Suite 950  
Baltimore, Maryland 21202-3376

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to incorporate expansion space and revise floor plan.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon acceptance by the government, as follows:

A. Paragraph 1 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"1. The Lessor hereby leases to the Government the following described premises:  
7,634.85 Rentable Square Feet yielding approximately 6,639 ANSI/BOMA Office Area square feet and related space, located on a portion of the 15th floor of Redwood Tower located at 217 East Redwood Street, Baltimore, MD 21202-3376 as depicted on Exhibit A (attached) to be used for such purposes as determined by the General Services Administration."

B. Paragraph 6 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:  
A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.  
B. The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission is [redacted], which the lessor has paid to Studley in full. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. The government hereby waives the commission credit."

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: [redacted]  
BY [redacted]

President  
(Title)

IN THE PRESENCE OF  
[redacted]  
(Signature)

2700 Westchester Ave, Ste 323  
Purchase NY 10577  
(Address)

UNITED STATES OF AMERICA  
BY [redacted]

Contracting Officer  
(Official Title)

Initials  
Lessor Government

SUPPLEMENTAL LEASE AGREEMENT

No. 1

TO LEASE NO.

GS-03B- 11323

C. Paragraph 7 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"7. The following are attached and made a part hereof:

A. Rider to Lease GS-03B-11323, pages 3-6

B. Solicitation for Offers # OMD2068, pages 7-58

C. Amendment #1 to SFO #0MD2068, page 59

D. GSA Form 3517, "General Clauses" version dated July 2008, pages 69-101

E. GSA Form 3518, "Representations and Certifications" version dated January 2007, pages 102-108

F. Exhibit C - Fire Protection & Life Safety Evaluation, pages 111-136

D. Paragraph 10 of the Rider of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"10. The total percentage of space occupied by the Government under the terms of the lease is equal to 3.8% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 7,634.85 rentable square feet by the total building space of 202,000 rentable square feet."

E. Paragraph 13 of the Rider of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"13. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 60 calendar days from the date of notice to proceed with the construction of the tenant improvements. When 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 inspection and acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

**Years 1 through 5:**

The total annual rent of \$181,988.63 breaks down as follows:

**Shell Rent:** \$106,091.22 per year, or \$15.98 per ANSI/BOMA Office Area Square Foot (ABOA),

**Amortized annual cost for Building Specific Security:** \$4,249.53 per year,

**Amortized annual cost for Tenant Improvement Allowance\*:** \$19,465.34 per year,

**Interest rate** at which BSS and Tenant Alterations are amortized: 8.0%

**Annual Cost of Services:** \$52,182.54 per year or \$7.86 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs."

Initials: AW  
Lessor

JH  
Government

page 2 of 5

GSA FORM 276 (REV. 7-67)

SUPPLEMENTAL LEASE AGREEMENT

No. 1

TO LEASE NO.

GS-03B- 11316

**Years 6 through 10:**

The total annual rent of \$179,916.90 breaks down as follows:

**Shell Rent:** \$127,734.36 per year or \$19.24 per ANSI/BOMA Office Area Square Foot (ABOA),

**Annual Cost of Services:** \$52,182.54 per year or \$7.86 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs."

**Years 11 through 15 (Option Term):**

The total annual rent of \$204,879.54 breaks down as follows:

**Shell Rent:** \$152,697.00 per year or \$20.00 per Rentable Square Foot,

**Annual Cost of Services:** \$52,182.54 per year or \$7.86 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs."

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$80,000.00 or \$12.05 per ANSI/BOMA Office Area Square Foot (rounded), which is included in the rent, using the 8% amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements.

In accordance with the lease negotiations, the lessor has offered free rent to the Government for the first 2 months of the lease. ~~Therefore, the first 2 months of the lease shall be provided at no cost to the Government. Additionally, if this lease is not terminated at the end of the fifth year, the rent for the first month of the sixth year of the lease shall be provided at no cost to the Government.~~

JH  
JH

F. The lessor hereby releases the Government from any and all claims arising under or by virtue of this lease or any modification or change thereof except the following: The Government agrees to pay the lessor a one-time lump sum payment in the amount of \$56,320.00 for the items listed on the attached (Exhibit B).

Initials: JW Lessor      JH Government