

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE 11/07/2011
	TO LEASE NO. GS-03B-09606	

ADDRESS OF PREMISE 7205 Windsor Boulevard Baltimore, Maryland 21244-2642	PDN NO: PS0021767
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THIS AGREEMENT, made and entered into this date by and between

CJUF III Preston-Cordoba-WB, LLC

whose address is 2330 West Joppa Road, Suite 160
Lutherville, MD 21093-4603

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 commence rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **September 23, 2011**, 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. Effective as of September 23, 2011, the Lessor hereby leases to the Government the following described premises: 65,119 ANSI/BOMA Office Area (74,216 rentable) square feet of office and related space on the first floor and 260 reserved surface parking spaces at the building located at 7205 Windsor Boulevard in Baltimore, Maryland 21244-2642, to be used for such purpose as may be determined by the General Services Administration."

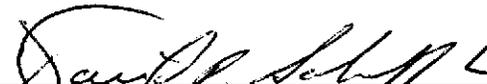
B. Paragraph 2 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 23, 2011 through September 22, 2021, subject to termination and renewal rights as may be hereinafter set forth."

All other terms and conditions of the lease shall remain in force and effect.

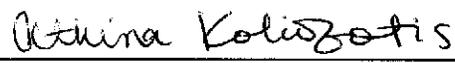
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: CJUF III Preston-Cordoba-WB, LLC

BY 
(Signature) **DAVID P. SCHEFFENACKER**

AUTHORIZED PERSON
(Title)

IN THE PRESENCE OF


(Signature)

SUITE 160
2330 WEST JOPPA ROAD
LUTHERVILLE, MD 21093
(Address)

UNITED STATES OF AMERICA

BY 
(Signature)

Contracting Officer
(Official Title)

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

3. "Effective September 23, 2011 the Government shall pay the lessor annual rent in accordance with the following schedule:

Years 1 through 5:

The total annual rent is \$2,231,581.97 which equates to:

Shell Rent: \$1,317,264.42 per year,

Amortized annual cost for Tenant Improvement Allowance: \$429,339.99 per year,
(Interest rate at which Tenant Alterations are amortized: 0%)

Amortized annual cost for Building Specific Security: \$13,705.96 per year,
(Interest rate at which Building Specific Security are amortized: 7.5%)

Annual Cost of Services: \$471,271.60 per year or \$6.35 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs."

Years 6 through 10:

The total annual rent is \$1,943,717.04 which equates to:

Shell Rent: \$1,472,445.44 per year,

Annual Cost of Services: \$471,271.60 per year or \$6.35 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs."

In accordance with the lease negotiations, the lessor has offered free rent to the Government for the first 6 months of the lease. Therefore, the first 6 months of the lease shall be provided at no cost to the Government."

Initials:

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D. 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 of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The Lessor is providing six (6) months' free rent to the Government during the base year of this lease. The reduction in shell rent shall commence with the seventh month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Seventh Month's Shell Rental Payment of \$109,772.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Shell Rent.

Eighth Month's Shell Rental Payment \$109,772.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Shell Rent.

Ninth Month's Rental Payment shall commence in full."

E. Paragraph 4.8 of the lease is hereby amended by including the following:

"14. *Daily*. Replenish paper towels and soap in break rooms. Clean microwaves (interior and exterior).

15. *Weekly (every Friday evening)*. Clean refrigerators in break rooms. Refrigerators should be wiped down (interior and exterior) and all contents in refrigerators should be disposed of. Items in the freezers may remain."

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F. The Government hereby issues notice to proceed for Change Order #5 in the amount of \$2,457.29. The total Tenant Improvement amount represents the following: (1) Tenant Improvement of \$2,704,992.63, to be paid as follows, \$2,146,699.93 amortized in the rent at an interest rate of 0% over five (5) years and the balance of \$558,292.70 to be paid via a one-time lump sum payment. All lump sum payments shall be paid upon inspection and acceptance by the Government of the said alterations.

The lessor hereby waives restoration as a result of all improvements.

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 invoicing 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 (3PRSB)
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Jessica Herring

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 (PS0021767),
- ◆ 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:

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