

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 5

DATE

04/11/11

TO LEASE NO.

GS-03B-06366

ADDRESS OF PREMISE

Middle River Depot
2800 Eastern Boulevard
Middle River, MD 21220-2824

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

Middle River Station Development, LLC

whose address is c/o Maryland Financial Investors, Inc.
2800 Quarry Drive, Suite 340
Baltimore, MD 21209-3764

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 document the Government's intent to relocate from a portion of Warehouse 1 to Warehouse 2 as shown on the attached drawings.

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

A. "This Supplemental Lease Agreement (SLA) documents the Government's intent to relocate the portion of Warehouse 1 currently occupied by the EXEMPT(b)(7) to Warehouse 2, at 2800 Eastern Boulevard in Middle River, Maryland, upon inspection and acceptance of the build-out in Warehouse 2. Any additional square footage will be provided at no additional cost to the Government.

1. The Lessor shall pay all expenses associated with this relocation including the entire build-out of Warehouse 2 and relocation of all furniture, equipment, and personal property housed in Warehouse 1. This includes, but is not limited to all associated labor, materials, tools, equipment, and services to complete the renovation and relocation.

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: Middle River Station Development, LLC

BY SALAMON OMEKE
(Signature)

MANAGING MEMBER
(Title)

IN THE PRESENCE OF

MICHAEL WATKINS
(Signature)

EXEMPT(b)(6)

UNITED STATES OF AMERICA

BY [Signature]
(Signature)

Contracting Officer
(Official Title)

Initials: JH
Lessor Government

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2. Any costs incurred by the Government for the relocation will be reimbursed directly to the Government, its vendors, or through free rent commencing with the first full month upon acceptance of the new space. Prior to inspection and acceptance of the space, the government will verify its actual incurred expenses, and that amount will be provided by the lessor. The costs to be incurred include but are not limited to the following estimates:

1. Labor	1,866 hours @ average \$56/hr =	\$105,000
2. Forklift Rental – 10 Additional forklifts –		
five moving freight - five charging \$750 per		
lift per month		\$7,500
3. Move stretch machines		\$3,000
4. Additional set of Scales		\$1,000
5. IT Cost		\$14,000
6. Security Cost		<u>\$150,000</u>
7. Estimated Total		\$280,000

3. New space shall meet or exceed all requirements and specifications as outlined in the lease, this Supplemental Lease Agreement (SLA), and the attached "EXEMPT(b)(7) Suitability Requirements Warehouse 2 at Middle River Depot". This document is hereby incorporated by reference. Changes or exceptions must be approved in writing by the Contracting Officer. In instances where these documents conflict, the Lessor shall look to the Contracting Officer for direction.

4. The Government requires a minimum of sixty (60) calendar days from execution of this SLA to the relocation date in accordance with the document titled, "Middle River Depot - Timeline and Rough Order of Magnitude for Relocation of EXEMPT(b)(7) Operations". This document is hereby incorporated by reference. The relocation shall not occur prior to June 20, 2011.

5. Upon completion of the work, the Lessor shall notify the CO, Jessica Herring at (215) 446-4543, to arrange for inspection. Said inspection and acceptance of such work by the government shall occur within ten (10) business days of Lessor's notification. Following the same, the physical relocation will commence at the EXEMPT(b)(7) convenience which does not interrupt their normal working hours.

6. 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 the lease term or any extension thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

7. The lessor shall comply with all of the findings listed on the Baltimore County Fire Department Investigative Services Fire Inspection Report in any space occupied by the Government. The lessor shall complete all corrective actions prior to occupancy of the relocation space, or the lease renewal, whichever date occurs first. The Fire and Life Safety systems shall be maintained throughout the lease term in accordance with the lease and Baltimore County code."

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C. INSPECTION OF CONSTRUCTION

- (1) Definition. "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) 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.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not--
- (a) Relieve the Lessor of responsibility for providing adequate control measures;
 - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
 - (c) Constitute or imply acceptance; or
 - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (1) below.
- (4) 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.
- (5) 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.
- (6) If the lessor does not promptly replace or correct rejected work, the Government may opt not to accept the new space and remain in the current lease space until rejected work is corrected.
- (7) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract. 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.

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