

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1

DATE

5/5/11

TO LEASE NO.
GS-03B-11320

ADDRESS OF PREMISE 4 Center Drive
North East, MD 21901-2003

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

North East Commerce Center, LLC

whose address is 250 W. Pratt Street
Baltimore, MD 21201-2423

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 establish the lease effective date and annual rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended,
effective **April 1, 2011** as follows:

- A. Paragraph 1 of the 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:

A total of 76,754 rentable square feet (RSF) of warehouse and related space, which yields 75,945 ANSI/BOMA Office Area square feet (ABOA SF) on the first floor at North East Commerce Center, 4 Center Drive, North East, MD 21901-2003, to be used for such purposes as determined by the Government. No reserved parking spaces are required, but the number of parking spaces available shall meet local code."

- B. Paragraph 2 of the 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 **April 1, 2011** and continuing through **March 31, 2016**, subject to termination and renewal rights as may be hereinafter set forth."

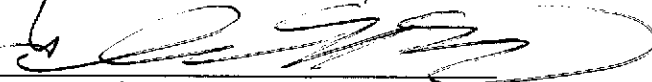
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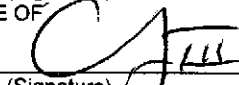
All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: North East Commerce, LLC

BY 
(Signature)

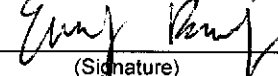
IN THE PRESENCE OF


(Signature)


(Title)

(Address)

UNITED STATES OF AMERICA, GSA, PBS, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH

BY 
(Signature)

Contracting Officer
(Official Title)

- C. Paragraph 3 of the Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:



"1. Effective April 1, 2011, the Government shall pay the Lessor annual rent of \$701,911.69, plus accrued escalations, for years one through three of the lease (annual shell rent: \$498,133.46; annual operating cost base rent: \$190,349.92; annual amortized building specific security: \$13,428.31), at the rate of \$58,492.64 per month in arrears.

Effective April 1, 2014, the Government shall pay the Lessor annual rent of \$719,184.98, plus accrued escalations, for years four through five of the lease (annual shell rent: \$528,835.06; annual operating cost base rent: \$190,349.92), at the rate of \$59,932.08 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

North East Commerce Center, LLC
250 W. Pratt Street
Baltimore, MD 21201-2423"

- D. As of the lease commencement date of April 1, 2011, the space is not entirely substantially complete. The Lessor has not completed the installation of the cooling fans, which are necessary in order to maintain the temperature range required by the lease. In addition, rebar is sticking up in several places on the concrete floor, the asphalt leading up to the tenant's loading dock is rutted up to 12 inches in some locations, and some paper towel holders in the restrooms were not installed after painting. [REDACTED] must occupy the space as soon as possible, so the government has agreed to commence rental payments prior to the correction of the above items. **This work must be fully completed by the Lessor prior to April 30, 2011.** The Lessor must coordinate the timing of this work with the tenant. Five days prior to the final completion of all work, please notify Emily Brashears at 215-446-5773 to arrange for an inspection by the Government.
- E. On March 31, 2011, water infiltration was discovered within the leased space by the Lessor and Government. At the time this was believed to be a roof leak. The deficiency was documented within the Condition Survey Report, which was signed by the Lessor and Government on March 30, 2011. On April 4, 2011 the Government was informed that this was not a roof leak, and further investigation was being conducted. On April 5, 2011, a significantly larger water infiltration was discovered by the Government. This issue is occurring in multiple locations throughout the leased premises. The Lessor shall contact Emily Brashears no later than April 18, 2011 with a plan for correction. **This issue must be fully remediated by the Lessor no later than April 30, 2011. If the problem is not corrected by April 30, 2011 or becomes a continuing issue, the government may terminate this lease for default in accordance with Paragraph 16 "Default by the Lessor During the Lease Term" of the General Clauses to the lease.**

INITIALS:  & 
LESSOR & GOV'T
GSA FORM 276 (REV. 7-67)