

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 23

JUN 06 2001

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 03B-09074

ADDRESS OF PREMISES CITY CRESCENT BUILDING
10 SOUTH HOWARD STREET
BALTIMORE, MARYLAND 21201

THIS AGREEMENT, made and entered into this date by and between
CITY CRESCENT LIMITED PARTNERSHIP
c/o OTIS WARREN REAL ESTATE SERVICES

whose address is 10 SOUTH HOWARD STREET
BALTIMORE, MARYLAND, 21201

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 upon GSA execution, as follows:

Per the following terms, the Government hereby exercises a fifteen (15) year renewal option for 266,574 usable square feet (USF) and 89 inside parking spaces at the City Crescent Building, 10 South Howard Street, Baltimore, MD, which extends the firm term of this lease until March 30, 2018.

A. Annual Rent (Fully Serviced): There are not any accumulated escalations from 3/31/1993 to 3/30/2003 added to the renewal option rent.

1. March 31, 2003 through March 30, 2008: 266,574 USF X \$28.00/USF = \$7,464,072.00 per year.

March 31, 2008 through March 30, 2018: 266,574 USF X \$28.80/USF = \$7,677,331.00 per year, plus all allowed accrued operating cost and real estate tax adjustments added from 3/31/2004 to 3/31/2008.

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 CITY CRESCENT LIMITED PARTNERSHIP

BY

Managing General Partner

(Title)

10 S. Howard Street, Baltimore, MD 21201

(Address)

UNITED STATES OF AMERICA

ADMINISTRATION

CONTRACTING OFFICER

(Official Title)

2. If the lessor installs a separate electric meter at its sole cost and expense, then the Government has the unilateral right to convert this lease to a net of electric lease, at any time during the renewal term, at the following negotiated terms:

Base Annual Rent, net of electric (Government pays its electric usage directly to the utility company): There are not any accumulated escalations from 3/31/1993 to 3/30/2003 added to the renewal option rent.

March 31, 2003 through March 30, 2008: $266,574 \text{ USF} \times \$24.72/\text{USF} = \$6,589,709.28$ per year.
March 31, 2008 through March 30, 2018: $266,574 \text{ USF} \times \$25.52/\text{USF} = \$6,802,490.85$ per year,
plus all allowed accrued operating costs and real estate tax adjustments added from March 31, 2004 to March 31, 2008.

With the net of electric option, the lessor would need to provide and install a separate electric meter, at its sole cost and expense, to meter the non-government use of electricity in the City Crescent Building. The utility bill for this separate electrical meter shall not be the responsibility of the Government.

B. OPERATING AND TAX ABATEMENT IN YEAR 11

For purposes of future operating cost escalations, the value of year 10 (year ending March 30, 2003) shall be the new base year for the cost of services of this lease. This value shall be used to calculate the future annual cost of services, beginning March 31, 2004. The real estate tax base remains unchanged.

There shall be no operating or real estate tax adjustment paid by the Government at the beginning of the 11th year, March 31, 2003, of the lease, in recognition of the increased rent rate. Operating costs and real estate tax adjustments will continue on an annual basis in accordance with the lease on March 31, 2004, the 12th anniversary of the lease.

C. ALTERATIONS REQUIRED, Effective March 30, 2003

1. The lessor shall remove, at its cost and expense, any of the existing wall coverings in the Government's leased space, at the request of the General Services Administration, and change the finish of such surfaces to paint. Paint colors are to be selected by the Government. Thereafter, any areas that were formerly covered by wallcovering shall be repainted by the lessor in accordance with the painting schedule in the lease.

2. The lessor shall provide and install, at its cost and expense, an entrance with increased handicapped accessibility at the north entrance (doors that open directly on Howard Street) of the building by equipping this entrance with an electronic, automatic power-aided door.

3. The lessor shall provide and install, at its cost and expense:

A. Repaint all wall surfaces in GSA-leased space that shall be identified by GSA, under separate cover. If GSA requests painting of walls that currently have a non-painted covering, the lessor shall remove existing covering and repaint said walls, in accordance to the terms of the lease.

B. Replace the existing carpeting in all GSA controlled space, as provided fully at Lease Paragraph 5.11, except that the lessor shall not be required to replace carpet during the last

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three years of the term, unless such carpets are determined by the Government to be worn out, as defined in Section 5.11 of this lease.

Between March 31, 2003 to March 30, 2018, all carpeting shall be replaced twice for all tenants, excluding space occupied by the [REDACTED], as of space occupancy of March 31, 2001.

Between March 31, 2003 to March 30, 2018, space occupied by the [REDACTED], or their successors, as of March 31, 2001, shall have their carpeting replaced once, at the lessor's expense.

For the carpet replacement, solely in the City Crescent Building, the lessor may, in lieu of the carpet specified in Lease Paragraph 5.11, order carpet of the following specifications from the GSA Schedule, via the Federal Supply Service (FSS):

CARPET TILE:

Any carpet tile to be newly installed must meet the following specifications:

- * Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
 - * Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
 - * Pile weight: 28 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
 - * Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
 - * Dye Method: Solution dyed.
 - * Total weight: minimum of 130 ounces per square yard.
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- * Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
 - * Pile height: minimum of 1/8 inch.
 - * Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134. Carpet tiles shall be anti-static type with a static value of less than 2,500 volts at 20 percent humidity.
 - * Carpet construction: minimum of 64 tufts per square inch.

Under this lease, the General Services Administration's Mid-Atlantic Region has included specific FSS Scheduled carpeting in its lease and authorizes the lessor and/or its designee to buy under the schedule at the Government discounted prices. The GSA lessor authorized to procure the carpeting against the FSS schedule is City Crescent Limited Partnership, 10 South Howard Street, Baltimore, MD 21201

When making the purchase, City Crescent Limited Partnership will present to the dealer this SLA and a written authorization from the GSA Contracting Officer of the Chesapeake Realty Services District. The lessor will be permitted to purchase only these items on the attached FSS Schedule

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at the GSA discounted prices. Other products, which you may have under GSA schedules, may not be sold to this or any other lessor/contractor without Government authority.

4. The Government's cost for all alterations work performed by the lessor, during the remaining term of the lease shall include a management fee for the lessor's overhead and profit in accordance with the following percentages:

- ~ 10% for alteration less than \$250,000.00
- ~ 8% for alterations between \$250,001.00 - \$500,000.00
- ~ 6% for alterations between \$500,001.00 - \$800,000.00
- ~ 4% for all alterations greater than \$800,001.00

Fee for all change orders will be 10%

All alterations listed in C1 to C3, or requested by the Government under C1 to C3 by March 30, 2003, with the exception of the carpeting for the Corps of Engineers, shall be completed by August 30, 2003.

D. ACCESSIBILITY AND LIFE SAFETY

1.0 HANDICAPPED ACCESSIBILITY (JAN 1997)

The building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

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2.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

2.1 OCCUPANCY PERMIT (OCT 1996)

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

2.2 FIRE AND LIFE SAFETY (OCT 1996)

- (a) Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code," or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If offered space is 3 stories or more above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard No. 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government leased space in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- (c) If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the offeror must advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.

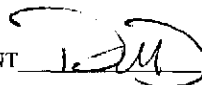
2.3 SPRINKLER SYSTEM (OCT 1996)

- (a) If any portion of the offered space is on or above the 6th floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 BOMA Usable Square Feet of space in the offered building, then the entire building must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If an offeror proposes to satisfy any requirement of this clause by providing an equivalent level of safety, the offeror must submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. Offerors should contact the Contracting Officer for further information regarding Government review and approval of "equivalent level of safety" analyses. (See 41 CFR 101-6.6 for guidance on conducting an equivalent level of safety analysis.)
- (c) Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.
- (d) Sprinkler heads located in the ADP room shall be on/off style.

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2.4 MANUAL FIRE ALARM SYSTEMS (OCT 1996)

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this solicitation). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

2.5 EXIT AND EMERGENCY LIGHTING

Emergency lighting must provide at least 0.5 foot-candle of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. The emergency lighting system used must be such that it will operate even if the public utility power fails, except that in buildings 6 stories or less, the system may be powered from connections to separate substations or to a network system from the public utility. Automatic switching must be provided for the emergency power supply.

2.6 OSHA REQUIREMENTS (OCT 1996)

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

2.7 ASBESTOS (OCT 1996)

The leased space shall be free of all asbestos containing materials.

2.8 INDOOR AIR QUALITY (OCT 1996)

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO₂ - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).
- (b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.
- (c) The Lessor shall, at all times, supply adequate ventilation to the leased premises with air having contaminants below OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.
- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including alteration of building operating procedures (e.g.,

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adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.

- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

2.9 RADON IN AIR (OCT 1996)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 picoCuries/liter. After the initial testing, a followup test for a minimum of 91 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

2.10 RADON IN AIR (OCT 1996)

- (a) The radon concentration in the air of space leased to the Government shall be less than the Environmental Protection Agency (EPA) action concentration for homes of 4 picoCuries per liter (pCi/L), herein called the "EPA action concentration."

(b) Initial testing:

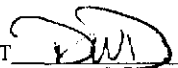
- (1) The Lessor shall test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured), report the results to the Contracting Officer upon award, and promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
- (2) Testing sequence: The Lessor shall measure radon by the Standard Test in subparagraph (d)(1), completing the Test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the Test before Government occupancy, in which case the Lessor shall perform the Short Test in subparagraph (d)(2).
- (3) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the Standard Test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the Standard Test before occupancy, the Lessor shall complete the Short Test before occupancy, and the Standard Test not later than 150 days after occupancy.

(c) Corrective action program:

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(1) Program initiation and procedures:

- (i) If the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - (ii) If the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - (iii) If the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area, and provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - (iv) The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
- (2) The Lessor shall perform the Standard Test in subparagraph (d)(1) to assess the effectiveness of a corrective action program. The Lessor may also perform the Short Test in subparagraph (d)(2) to determine whether the space may be occupied, but shall begin the Standard Test concurrently with the Short Test.
- (3) All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
- (4) If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

(d) Testing procedures:

- (1) Standard Test: Place Alpha Track Detectors or Electret Ion Chambers throughout the required area for 91 or more days so that each covers no more than 2,000 square feet of usable space. Use only devices listed in the EPA Radon Measurement Proficiency (RMP) Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon

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measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

- (2) Short Test: Place Alpha Track Detectors for at least 14 days, or Electret Ion Chambers or charcoal canisters for 2 to 3 days, throughout the required area so that each covers no more than 2,000 square feet of usable space, starting not later than 7 days after award. Use only devices listed in the EPA RMP Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices, and submit the results and supporting data within 30 days after the measurement. In addition, complete the Standard Test not later than 150 days after Government occupancy.

2.11 RADON IN WATER (SEP 1991)

- (a) Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon In Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."
- (b) The Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer before the Government occupies the space.
- (c) If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods, such as aeration, which reduce the radon to below the EPA action level prior to occupancy by the Government, and are promptly revised when building conditions which would or do affect the program change.

2.12 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

E. REMOVAL OF PURCHASE OPTION

The purchase option set forth in Paragraph "C" of Supplemental Lease Agreement NO. 4 of the referenced lease shall be deemed canceled and voided upon exercise of the renewal options by the General Services Administration.

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