

<p align="center"><b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</b></p> <p align="center"><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT No. 40</p>	<p>DATE 4-13-10</p>
<p>ADDRESS OF PREMISE City Crescent Building 10 South Howard Street Baltimore, Maryland 21201-2526</p>	<p>TO LEASE NO. GS-03B-09074</p> <p align="center"><b>PDN Number: PS0017041</b></p>	
<p>THIS AGREEMENT, made and entered into this date by and between City Crescent, LLC whose address is 1020 19<sup>th</sup> Street, NW, Suite 550 Washington DC 20036-6101 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>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 <u>March 31, 2010</u>, as follows:</p> <p>A. Paragraph 13 to the Rider of the lease is hereby amended by adding to the existing text the following: This Supplemental Lease Agreement (SLA) formally and officially issues Notice to Proceed for the [redacted] construction build-out proposed for the City Crescent Building located at 10 South Howard Street in Baltimore Maryland.</p> <p>"1. The Lessor shall furnish all labor, materials, tools, equipment, services and associated work (to include moving all furniture) to perform the scope of work in accordance with the Lessor's proposal dated February 8, 2010. This document is incorporated by reference. The document describes the construction build-out of the seventh floor required for the [redacted] space at 10 South Howard Street in Baltimore, Maryland.</p> <p>2. The total cost to the Government for the construction build-out shall be \$220,545.60. The Government agrees to reimburse the Lessor through monthly progress payments. The Lessor shall submit monthly invoices to the Government reflecting work completed. Upon the Government's inspection and acceptance of the work, the Government shall reimburse the Lessor for the amount of the invoice. In no event shall the Government reimburse the Lessor for work it does not deem to be completed in a satisfactory manner.</p> <p>3. All work shall be completed by the Lessor within thirty (90) days of the Lessor's receipt of Government Approved finishes and written notice to proceed. In case of failure on the part of the Lessor to complete the work within the aforementioned time frame of this Supplemental Lease Agreement (SLA), the Lessor shall pay the government a fixed and agreed liquidated damages, pursuant to this clause, the sum of \$100.00 a day for every calendar day that the delivery is delayed beyond the date specified for completion of this SLA work.</p> <p>All of [redacted] the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>BY [redacted] _____</p> <p>IN THE PRESENCE OF [redacted] _____</p> <p>UNITED STATES OF AMERICA</p> <p>BY [redacted] _____ Contracting Officer (Official Title)</p> <p align="right">[Signature] (Title) 1020 19<sup>th</sup> St. NW Suite 550 Washington DC 20036 (Address)</p>		

Initials: [Signature] Lessor      ms Government

SUPPLEMENTAL LEASE AGREEMENT

No. 40

TO LEASE NO.


GS-03B- 09074

4. Upon completion of the work, the Lessor shall notify Maria Szkotak on (215) 446-4538 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, rent shall commence on the acceptance of the space by the Government.

5. 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."

Initials:

  
Lessor

  
Government

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