

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE 11/11/2013
	TO LEASE NO. GS-03B-11339 CBP	
ADDRESS OF PREMISE Redwood Tower 217 East Redwood Street Baltimore, MD 21202-3376	PDN NO: PS0023801	

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

Redwood Tower Limited Partnership

whose address is 217 East Redwood Street, Suite 950
Baltimore, Maryland 21202-3376

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 November 19, 2012, 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:

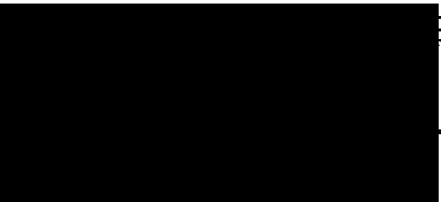

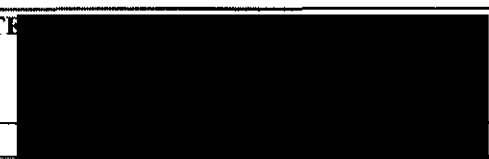
"1. A total of 12,804 Rentable Square Feet (RSF) (yielding 11,432 ANSI BOMA Office Area Square Feet (ABOA)) and related space located on the 12th floor of Redwood Tower located at 217 East Redwood Street, Baltimore, MD 21202-3376 together with 6 structured reserved parking spaces as depicted on Exhibits A and B (attached)."

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 November 19, 2012 through November 18, 2022, 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		Resident (Title)
BY		2700 Westchester Ave., Ste 303 Purchase, NY 10577 (Address)
IN THE PRESENCE OF		Contracting Officer (Official Title)

Initials: SRV Lessor U11 Government

SUPPLEMENTAL LEASE AGREEMENT

No. 3

TO LEASE NO.

GS-03B-11339

C. Paragraph 6 of the Standard Form 2 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 commission 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 reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent;

Eighth Month's Shell Rental Payment of \$14,147.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Shell Rent,

Ninth Month's Shell Rental Payment \$14,147.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Ninth Month's Shell Rent,

Tenth Month's Shell Rental Payment \$14,147.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Tenth Month's Shell Rent,

The Eleventh Month's Rental Payment shall commence in full."

Initials: *sh* *GH*
Lessor Government

SUPPLEMENTAL LEASE AGREEMENT

No. 3

TO LEASE NO.

GS-03B-11339

D. Paragraph 13 of the Rider to Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"13. Effective November 19, 2012 the Government shall pay the Lessor annual rent in accordance with the following schedule:

In accordance with the lease negotiations, the lessor has offered free rent to the Government for the first 7 months of the lease. Therefore, the first 7 months of the lease shall be provided at no cost to the Government. Additionally, if this lease is not terminated at the end of the fifth year, the rent for the first 3 months of the sixth year of the lease shall be provided at no cost to the Government.

Years 1 through 5:

The total annual rent of \$357,620.33 breaks down as follows:

Shell Rent: \$169,765.20 per year or \$14.85 per ANSI/BOMA Office Area Square Foot (ABOA),

Amortized annual cost for Building Specific Security: \$2,086.20 per year,

Amortized annual cost for Tenant Improvement Allowance: \$91,697.57 per year

(Interest rate at which BSS and Tenant Alterations are amortized: 8.0%)

Cost of Services: \$91,227.36 per year or \$7.98 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs",

Annual cost for parking: \$2,844.00,

Annual cost for antenna: \$0.00.

Years 6 through 10:

The total annual rent of \$317,566.96 breaks down as follows:

Shell Rent: \$223,495.60 per year or \$19.55 per ANSI/BOMA Office Area Square Foot (ABOA),

Cost of Services: \$91,227.36 per year or \$7.98 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs",

Annual cost for parking: \$2,844.00.

Annual cost for antenna: \$0.00.

Years 11 through 15 (Option Term):

The total annual rent of \$426,975.36 breaks down as follows:

Annual Shell Rent: \$332,904.00,

Cost of Services: \$91,227.36 per year or \$7.98 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs",

Annual cost for parking: \$2,844.00.

Annual cost for antenna: \$0.00."

Initials:


Lessor


Government

SUPPLEMENTAL LEASE AGREEMENT

No. 3

TO LEASE NO.

GS-03B-11339

- E. This Supplemental Lease Agreement (SLA) formally and officially issues Notice to Proceed in the amount of \$646,376.95 for [REDACTED] tenant improvements. This includes the initial Notice to Proceed in the amount of \$496,045.19; change orders 1, 3-9, and 11-13, totaling \$74,958.75; and lump sum payment for a portion of the amortized tenant improvement allowance in the amount of \$75,373.01 to reduce rental payments. This amount is final and costs shall not exceed this amount.

The total Tenant Improvement of \$646,376.95 is to be paid as follows, \$376,865.03 amortized in the rent at an interest rate of 8% over 5 years, \$43,909.59 paid in accordance with SLA #2, and the balance of \$225,602.33 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 (PS0023801),
- ◆ 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:

sh
Lessor

JH
Government