

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE AUG 23 2011
	TO LEASE NO. GS-03B-09482	PEGASYS DOCUMENT NUMBER (PDN) N/A

ADDRESS OF PREMISE [REDACTED] Metro West Facility
6100 Wabash Avenue
Baltimore, MD 21215-3757

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

JBG/Baltimore SSA, L.L.C.

whose address is 4445 Willard Avenue, Suite 400
Chevy Chase, MD 20815-4641

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

WHEREAS, the parties agree that as a result of the agreements herein any delay resulting from any late receipt of the Program of Requirements (POR) and any claim described in JBG's letters to the Government dated January 24, 2011, May 11, 2011, May 13, 2011, May 17, 2011, and May 27, 2011 is mitigated and nullified.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 22, 2011, as follows:

- A. The Government agrees to sever the connection between the Shell and TI design sequence by deleting SFO Section 5.12(B) in its entirety, which will allow the Lessor to proceed beyond the 35% Building Shell design completion stage prior to the submission and approval of the Tenant Improvement (TI) Work Design Intent Drawings (DID).
- B. Section 5.12(B) of the Solicitation for Offers (SFO) of the Lease is hereby deleted in its entirety.
- C. The parties agree the Building Shell design of the Child Care Center will not be included as part of the Building Shell design sequence but rather take place during the time frames and stages established for the TI Work Design Documents in accordance with SFO Section 5.12.
- D. Lessor and the Government have agreed to a schedule for the design, construction and delivery of space that is consistent with the terms and timeframes set for in the SFO. The agreed-upon schedule is attached as Attachment A and consists of nine (9) pages.
- E. This Supplemental Lease Agreement (SLA) contains ten (10) pages.

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: JBG/Baltimore SSA, L.L.C.

BY [REDACTED] Authorized Signatory
(Title)

IN THE PRESENCE OF [REDACTED] 4445 Willard Ave. Suite 400
Chevy Chase MD 20815
(Address)

UNITED STATES OF AMERICA Contracting Officer
(Official Title)