

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT <b>No. 33</b>	DATE <b>03/31/2015</b>
	SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. <b>GS - 03B - 09482</b>
		PDN: <b>PS0024634</b>

ADDRESS OF PREMISE  
 Metro West Facility  
 6100 Wabash Avenue  
 Baltimore, Maryland 21215-3757

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

whose address is JBG/Baltimore SSA, L.L.C.  
 4445 Willard Avenue, Suite 400  
 Chevy Chase, Maryland, 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 to issue Notice to Proceed for tenant improvement costs associated with Post Occupancy alterations.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 13, 2015, as follows:

This Supplemental Lease Agreement (SLA) formally and officially issues Notice to Proceed in the amount of \$853,972.19 for tenant improvements in accordance with the lessor's proposals as shown in Exhibit A.

The total Tenant improvement amount of \$853,972.19 is to be paid via lump sum payment(s). All lump sum payments shall be paid upon inspection and acceptance by the Government of the said design, alterations, or materials.

- A. Lessor shall furnish, install, and maintain all labor, materials, tools, equipment, services, and associated work to perform the necessary design or alterations as outlined in this Supplemental Lease Agreement.

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., a Delaware limited liability company, JBG/Company Manager IV, L.L.C.,

BY: [Redacted Signature] Managing Memeber  
 (Title)  
 The JBG Companies  
 4445 Willard Avenue, Suite 400  
 Chevy Chase, MD 20815  
 (Address)

BY: [Redacted Signature] Contracting Officer  
 (Official Title)

B. The Lessor shall complete the design and construction required by this Supplemental Lease Agreement (SLA) in accordance with a schedule approved by the Contracting Officer. A design or construction schedule for each proposal shall be provided to the Contracting Officer within 10 days of NTP.

C. The total cost to the Government for the design or alterations included in this lease amendment is \$853,972.19, and shall be paid via lump sum payment(s) to the Lessor upon the Government's inspection, acceptance, and approval of the said design or alterations. At the discretion of the GSA Contracting Officer, the Lessor may be permitted to invoice for work in phases as completed pursuant to the Government approved schedule and upon the Government's inspection and acceptance of the associated work for each invoiced phase. The Lessor shall notify the Contracting Officer that an invoice for partial payment is being requested and receive the Contracting Officer's approval prior to submitting any invoice for partial payment. In no event shall the sum of the invoices for work contained in this amendment exceed \$853,972.19.

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, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3191  
Attn: Jessica Herring

For an invoice to be considered proper, it must include the following:


- ◆ A detailed schedule of values identifying the work completed.
- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
- ◆ 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 the System for Award Management (SAM) for the DUNS+4 associated with the Special Account referenced 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.

D. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall vest with the Lessor and all rights of restoration shall be waived.

  
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**E. INSPECTION OF CONSTRUCTION**

(1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.

(2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.

(3) Government inspecting and tests are for the sole benefit of the Government and do not--  
(a) Relieve the Lessor of responsibility for providing adequate control measures;  
(b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;  
(c) Constitute or imply acceptance; or  
(d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.

(4) The presence or absence of a Government inspector does not relieve the lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.

(5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.

(6) If the lessor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the lessor or (2) terminate for default the Lessor's right to proceed.

(7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

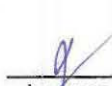
(8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

F. The following clause, General Conditions for Lease alterations, is hereby added to this lease:


GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed, Failure to do so will in no way relieve the lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

  
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2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

6. USE OF BUILDING.

The lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION.

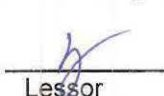

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

8. FIRE HAZARDS.

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS.

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use

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of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

10. LESSOR EMPLOYEES.

Each employee of the lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

11. EXTRAS.

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

12. PRICING OF ADJUSTMENTS.

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING.

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

14. GUARANTEE.



Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION.

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

16. INDEMNITY.

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

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