

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 5	DATE May 21, 2012
	SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS - 03B - 09482

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 establish the tenant improvement costs associated with Proposals B-009, B-013 Revision #1, B-024 through B-033, B-034 through B-042 (all Revision #1's), B-043, T-004, and T-006, incorporate changes to SLA #3 schedule, and revise raised access flooring specifications.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, **May 8, 2012**, as follows:

- A. The Government hereby awards A/E Proposals B-009, B-013 Revision #1, B-025 through B-033 (nullifying Proposals B-015 through B-023), T-004, and T-006 to Lessor and shall provide compensation to Lessor in the amount of \$1,070,443.50 as identified in Exhibit A.
- B. The Government hereby awards Hard Cost proposals B-024, B-034 through B-042 (all Revision #1's), and B-043 to Lessor and shall provide compensation to Lessor in the amount of \$992,345.55 as identified in Exhibit B. The proposals reflect the construction costs associated with Tenant Improvement work that needs to be designed and coordinated with the base building construction.
- C. The Government's Tenant Improvement Allowance as outlined in Paragraph 9 of the Lease Rider is \$15,444,000.00. The Government approves the costs outlined in Proposals B-009, B-013 Revision #1, B-024 through B-033, B-034 through B-042 (all Revision #1's), B-043, T-004, and T-006 totaling \$2,062,789.05. The Government has an available Tenant Improvement Allowance, considering other NTPs issued to date, of \$13,057,858.20.
- D. Proposal B-009, A/E fees to increase the door width from 48" to 52" on the freight elevators in the 5-story and 7-story office bars is hereby awarded by the Government. There are no construction costs for the Government associated with this change.

This SLA contains 10 pages. [includes all attachments]

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
BY **██████████**
IN THE PRESENCE OF **██████████**
ZOD LAWRENCE
AUTHORIZED SIGNATORY
(Title)
4445 WILLARD AVE, SUITE 400
CHEVY CHASE, MD 20815
(Address)

UNITED STATES OF AMERICA
Public Building Services, Philatlantic Realty Services
BY **██████████**
Contracting Officer
(Official Title)

- E. Proposal B-013 Revision 1, A/E fees associated with adding a passenger elevator stop at the Lower Level (Exhibit A) is hereby awarded by the Government. There are no construction costs for the Government associated with this change.
- F. Proposals B-025 through B-033 (which are outlined in Exhibit A, are hereby awarded by the Government. The proposals reflect A/E fees associated with Tenant Improvement work that needs to be designed and coordinated with the base building construction.
- G. Proposal T-004, A/E fees associated with block and stack and Space Plan revisions (Exhibit A), is hereby awarded by the Government. The proposal incorporates the Government's provided December 28, 2011 revisions to the Space Plan dated November 11, 2011, and block and stack diagrams.
- H. Proposal T-006, A/E fees associated with accelerating the Tenant Improvement design documents and incorporating the POR for 420 seats (██████████ Component OCO OIO) provided to the Lessor on March 28, 2012, into the 65% TI Design Submission (see Exhibit A), is hereby awarded by the Government.
- I. Sections B, D, E, G, H and N, of Paragraph 6.8 of the Lease are hereby deleted in their entirety and replaced in lieu thereof with the following, :

"6.8 B: Raised flooring shall consist of epoxy coated unitized shells or concrete panels with metal bottom which are designed to be secured onto adjustable height pedestal assemblies forming a modular grid pattern."

"6.8 D: Panels shall be easily removed in accordance with the manufacturers recommended lifting device and shall be interchangeable except where cut for special conditions."

"6.8 E Design Load: Panel supported on actual understructure (the system) shall be capable of supporting a safe working load or design load of 1250 lbs. This rating signifies that the system will withstand not only a concentrated load placed on a one square inch area at any location on the panel without yielding but also demonstrates the ability to withstand an overload capacity of two times its rating (i.e. a safety factor of 2)."



"6.8 G Uniform Load: Uniform Load: Panel supported on actual understructure (the system) shall be capable of supporting a uniform load of 400 lbs./ft² placed on the entire area of the panel without yielding and generating a permanent set of no more than 0.010" once the load is removed. Note: The uniform load rating of an access floor panel as specified herein should not be confused with the "uniform live load" as specified in seismic zone applications."

"6.8 H Rolling Load: Panel supported on actual understructure (the system) shall be capable of supporting 1125 lbs for a 10 Pass Test and 800 lbs for a 10,000 pass test"

"6.8 N Overturning Moment: Pedestal support assembly shall provide an average overturning moment of 1000 in-lbs when secured to a clean surface"

6.8 J Panel Cutout: deleted in its entirety.

6.8 O Stringer Concentrated Load: deleted in its entirety.

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Lessor Gov't

- E. Proposal B-013 Revision 1, A/E fees associated with adding a passenger elevator stop at the Lower Level (Exhibit A) is hereby awarded by the Government. There are no construction costs for the Government associated with this change.
- F. Proposals B-025 through B-033 (which are outlined in Exhibit A, are hereby awarded by the Government. The proposals reflect A/E fees associated with Tenant Improvement work that needs to be designed and coordinated with the base building construction.
- G. Proposal T-004, A/E fees associated with block and stack and Space Plan revisions (Exhibit A), is hereby awarded by the Government. The proposal incorporates the Government's provided December 28, 2011 revisions to the Space Plan dated November 11, 2011, and block and stack diagrams.
- H. Proposal T-006, A/E fees associated with accelerating the Tenant Improvement design documents and incorporating the POR for 420 seats (Component OCO OIO) provided to the Lessor on March 28, 2012, into the 65% TI Design Submission (see Exhibit A), is hereby awarded by the Government.
- I. Sections B, D, E, G, H and N, of Paragraph 6.8 of the Lease are hereby deleted in their entirety and replaced in lieu thereof with the following, :

"6.8 B: Raised flooring shall consist of epoxy coated unitized shells or concrete panels with metal bottom which are designed to be secured onto adjustable height pedestal assemblies forming a modular grid pattern."

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The parties agree the Government's acceptance of a design load of 1,250 lbs for the raised access flooring is a no cost change. The no cost change is inclusive of any A/E fees and construction costs associated with the location of the raised access flooring as shown on the 100% Base Building Drawings dated 4/6/12. In conjunction with the Government's acceptance of the design load of 1,250 lbs for the raised access flooring, the parties agree that there are no A/E fees associated with the cafeteria/kitchen/server room re-design as shown in Exhibit C. Additionally, the parties agree there are no construction costs or A/E fees associated with relocating the 7-story stair B exit corridor #1116 from the first floor to the lower level along column line C and the addition of the associated egress stairwell as shown on ASK-009 (Exhibit D) and the modification of the tenant area #0119 and the chiller plant room #0113 to accommodate the new internal corridor as shown on (Exhibit E).

- J. The Lessor and the Government have agreed to a schedule for the design, construction and delivery of space which completely mitigates 115 workdays of the 143 days of delay to SLA #3 schedule associated with the Tenant Improvements Design Work. The current and new Tenant Improvements Design component of the SLA #3 schedule are attached as SLA #3 TI Design Fragnet (Exhibit F) and SLA #5 TI Design Fragnet (Exhibit G) respectively. Exhibit G shall replace Exhibit F for the Tenant Improvements Design Component of SLA #3 dated June 10, 2011 (executed August 23, 2011). All other components of the June 10, 2011 SLA #3 schedule remain unchanged.
- K. The modifications agreed to herein are fair and equitable adjustments for Lessor's direct and indirect costs. These modifications provide full compensation for the changed and accelerated work, including Contract cost, Contract time, cumulative impact, Lessor's capital costs, and disruption. Notwithstanding any of the foregoing, should the Government provide Lessor with new information which changes either (i) the POR or (ii) any direction contained in the aforementioned proposals, Lessor will provide a proposal to the Government identifying any additional cost and schedule impacts for review and approval. The language in the proposals predicated their listed cost to acceptance by a certain date is voided.

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