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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES | SUPPLEMENTAL AGREEMENT No. 6 | DATE <i>August 7, 2012</i> |
| | SUPPLEMENTAL LEASE AGREEMENT | TO LEASE NO. GS - 03B - 09482 |
| | | PDN: PS0023812 |

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-005 Revision #1, B-008 Revision #1, B-044, and T-007 Revision #1, establish changes associated with B-045, INF-016, INF-023, INF-028 Revision #1, INF-036 through INF-038 (all Revision #1's), 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, **July 5, 2012**, as follows:

- A. The Government hereby awards A/E Proposals B-005 Revision #1 (nullifying Proposal B-004), B-008 Revision #1, B-044 and T-007 Revision #1 to the Lessor and shall provide compensation to Lessor in the amount of \$336,276.15 as identified in Exhibit A. The cost associated with B-044, \$223,203.75, will be paid lump-sum and the remainder, \$113,072.40, shall be paid for out of the Tenant Improvement Allowance and amortized into the rent.
- B. 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-005, B-008, T-007 (all Revision #1's) totaling \$113,072.40. The Government has an available Tenant Improvement Allowance, considering other NTPs issued to date and Proposal T-005, of \$11,593,435.80.
- C. Proposal B-005 Revision #1, A/E fees to include windows in the Lower Level (Exhibit A) is hereby awarded by the Government. There are no construction costs for the Government associated with this change.
- D. Proposal B-008 Revision 1, A/E fees associated with additional telecom duct bank and entry points (Exhibit A) is hereby awarded by the Government. The construction cost (B-024) associated with this change was awarded in SLA #5.
- E. Proposal B-044, A/E fees associated with the design of the Child Care Center (Exhibit A) are hereby awarded by the Government. There will be no additional costs associated with the Child Care Center design or redesign. The Government will make a lump-sum payment in the amount of \$223,203.75.

This SLA contains 8 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: **JBG/Baltimore SSA, L.L.C.**
 a Delaware limited liability company
 [Redacted] Company
 [Redacted] Managing
 (Signature) **JAMES ZIEL** (Title)
 Name: JAMES ZIEL 4445 WILLARD AVE, SUITE 400
 Title: Managing Member CHEVY CHASE, MD 20815
 (Signature) (Address)

U **GSA, Public Building Services, Philatlantic Realty Services**
 B [Redacted] Contracting Officer
 (Official Title)

- F. Proposal B-045 (nullifying Proposals B-006 and T-003), A/E fees associated with the acceleration, redesign, and re-permitting of the two-story Child Care Center into a one-story Field Office is approved at no cost to the Government. These costs will be absorbed by the Lessor as a result of the savings the Lessor expects to realize by constructing a one-story structure as opposed to a two-story structure. [REDACTED]
- G. Proposal T-005, A/E fees awarded under the Lease contract in the amount of \$2.75/ABOA square feet or \$1,287,000.00 (see Paragraph 11 of the Lease Rider), plus the Lessor's fee of \$64,350.00 is available to the Lessor to reimburse the architect for design services related to the Tenant Improvements. The A/E fees of \$1,351,350.00, including the Lessor's fee, will be paid out of the Tenant Improvement allowance and amortized into the rent at the agreed upon amortization rate.
- H. Proposal T-007 Revision #1, A/E fees associated with incorporating BFM Inventory Part II into the design documents (see Exhibit A), is hereby awarded by the Government. The costs associated with the agency's Tenant Improvement specifications will be reflected in the Tenant Improvement Budget to be provided to the Government for review and approval.
- I. Paragraph 4.3.20.D of the Lease [REDACTED]'s Supplemental Building Specifications) is hereby deleted in its entirety. The other sections of 4.3.20, Acoustics, will remain unchanged.
- J. Table 3.3.20 in the Lease [REDACTED]'s Supplemental Building Specifications) is hereby deleted in its entirety. The other sections of 4.3.20, Acoustics, will remain unchanged.
- K. In response to INF-023: Section A of Paragraph 5.3.6 of the Lease [REDACTED]'s Supplemental Building Specifications) is hereby deleted in its entirety and replaced in lieu thereof with the following:

"5.3.6 HVAC Zoning and Load Criteria

A. Thermostatic Zoning Design Criteria

- Interior thermostatic control zones shall not exceed 1,500 sq. ft. per zone for open office areas or a maximum of six (6) offices per zone for closed office areas.
- Perimeter thermostatic control zones shall not exceed 1,000 square feet."

The remaining sections of Paragraph 5.3.6 remain unaltered. There are no additional design or construction costs for the Government associated with this change.

- L. In response to INF-028 Revision #1 (AI-012 & AI-013): Paragraph 7.6 (Solicitation for Offers) of the Lease is hereby deleted in its entirety and replaced in lieu thereof with the following:

"DOORS: INTERIOR (Aug 2008)

TENANT IMPROVEMENT INFORMATION:

Doors visible to the general public and adjacent to the "arc of light" shall be provided as part of the Tenant Improvements, unless identified as a core/shell door, at the Government's expense and shall have a nominal measurement of 36" wide x 84" high. Doors are to be a minimum of 1-3/4" thick. All doors visible to the general building occupants must be flush, solid-core, plain sliced natural-wood, matched veneer faced (premium grade) or approved alternate finish. Wood doors are to be custom grade. Wood doors should meet the NWWDA Industry Standard for Wood Flush Doors and AWI Standard 1300, PC-5. Wood doors should be obtained from a single manufacturer. Factory pre-fitting for door hardware should be in conformance with the AWI and NWWDA. Hollow core wood doors are not acceptable. All doors will conform to the standards set forth by AAMA, NAAMM, NFPA, and applicable building codes and regulations.

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Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde. Frames should comply with the standards of the National Association of Architecture Metals Manufacturers. Frames shall be fabricated with mitered corners, continuously welded and reinforced. Interior frames should be constructed of not less than 16 ga. Steel (14 ga. Steel for frames over 4 feet wide) with a shop applied rust-inhibitive prime coat suitable for finish painting. All frames should be shop prepared for hardware and reinforced. Knock-down steel frames are not acceptable.

Interior doors in government demised areas shall not be glazed nor have any glazed components such as window lites.

The remaining doors within the Government-demised area shall be provided as part of the Tenant Improvements, unless identified as a core/shell door, at the Government's expense and meet the door materials as listed on [redacted] TI Door/Frame/Hardware Schedule (Exhibit B)."

The hard costs associated with the agency's Tenant Improvement specifications will be reflected in the Tenant Improvement Budget to be provided to the Government for review and approval. There are no additional design fees for the Government associated with this change.

- M. In response to INF-036 Revision #1 (AI-021): Section 5.3.21 of the Lease [redacted] Supplemental Building Specifications) is hereby deleted in its entirety and replaced in lieu thereof with the following:

"5.3.21 Fuel Oil Systems

- A. Fuel Oil Piping. Fuel oil piping systems shall be double-wall containment pipe (pipe-in-pipe) when indoors, outdoors, or buried, and shall be Schedule 40 black steel or black iron piping. Fittings shall be of the same metal grade as the pipe material. Valves shall be bronze, steel, or iron and shall be screwed, welded, flanged or grooved. Duplex fuel-oil pumps with basket strainers and exterior enclosures shall be used for pumping fuel oil to fuel burning equipment.
- B. Above Ground Fuel Oil Storage Tanks (AST). Above ground fuel oil storage tanks shall be of double-wall construction or contained in lined vaults to prevent environmental contamination. Tanks shall be sized for actual storage volume for sufficient capacity to provide a minimum of 24-hours of system operation under emergency conditions. A monitored and alarmed liquid leak detection system shall be provided for the interstitial space of above ground tanks and piping. The installation and operation must comply with local, State and Federal requirements."

The hard costs associated with the agency's Tenant Improvement specifications will be reflected in the Tenant Improvement Budget to be provided to the Government for review and approval. There are no additional design fees for the Government associated with this change.

- N. In response to INF-036 Revision #1 (AI-021): Sections 8.13.A.1 and 8.13.B.1 of the Lease (Solicitation for Offers) are hereby deleted in their entirety and replaced in lieu thereof with the following:

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"8.13 Emergency and Standby Power Supply Systems (EPSSS)

A. Building Shell

1. The Lessor shall provide an Emergency Power Supply System (EPSS) to satisfy all Life Safety and Legally Required Standby load requirements of the facility. Each building shall be equipped with a permanently installed engine generator dedicated to Life Safety loads having fuel capacity capable of providing power for duration of 24 hours, and providing full rated output from cold start in a maximum time of ten (10) seconds. The Lessor shall provide a generator malfunction alarm system connected to the BAS for each building. Provide an automatic transfer switch (ATS) for each generator to protect motor loads from damage caused by out-of-phase transfer. ATS units shall include by-pass isolation switches.

B. Tenant Improvement

1. The Lessor shall provide an Backup Standby Power Supply System (BPSS) separate from the Life Safety EPSS to satisfy all Backup Standby Power loads including [REDACTED] and other Government or tenant critical load requirements of the facility. Each building shall be equipped with a permanently installed engine generator separate from the Life Safety generator and having fuel capacity capable of providing power for duration of 24 hours, and providing full rated output from cold start in a maximum time of ten (10) seconds. A central emergency plant with multiple generators is acceptable. The Lessor shall provide a generator malfunction alarm system connected to the BAS for each building. Provide an automatic transfer switch (ATS) for each generator to protect motor loads from damage caused by out-of-phase transfer. ATS units shall include by-pass isolation switches."

The remaining clauses of Lease Sections 8.13 of the Lease (Solicitation for Offers) remain unchanged. There are no design or construction costs for the Government associated with this change.

O. In response to INF-037 Revision #1 (AI-022), Section 7.3.A of the Lease ([REDACTED] Supplemental Building Specifications) is hereby deleted in their entirety and replaced in lieu thereof with the following:

"7.3 SPRINKLERS

A. Sprinkler System Design:

(1) Landlord shall provide a complete sprinkler system throughout entire facility including the field office and, within finished tenant Areas with no exceptions. Unless the Tenant exceeds the headcount specified herein, or modifies partitions or ceiling after the fire protection subcontractor's completion of approved fire protection shops drawings, the Landlord shall be solely responsible for the cost of the Base Building Shell and Tenant Improvement fire protection system. The open parking garage will not require a sprinkler system per required local code. In lieu of a sprinkler system in the open parking garage adequate fire hydrant coverage will be provided for the facility as required by local code."

The remaining clauses of Section 7.3 remain unchanged. There are no design or construction costs for the Government associated with this change.

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- P. In response to INF-037 Revision #1 (AI-022), Section 9.3.A of the Lease (Solicitation for Offers) is hereby deleted in their entirety and replaced in lieu thereof with the following:

“9.3 SPRINKLERS

A. Sprinkler System Design:

(1) Landlord shall provide a complete sprinkler system throughout entire facility including the field office and, within finished tenant Areas with no exceptions. Unless the Tenant exceeds the headcount specified herein, or modifies partitions or ceiling after the fire protection subcontractor’s completion of approved fire protection shops drawings, the Landlord shall be solely responsible for the cost of the Base Building Shell and Tenant Improvement fire protection system. The open parking garage will not require a sprinkler system per required local code. In lieu of a sprinkler system in the open parking garage adequate fire hydrant coverage will be provided for the facility as required by local code.”

The remaining clauses of Section 9.3 remain unchanged. There are no design or construction costs for the Government associated with this change.

- Q. In response to INF-038 Revision #1 (AI-023), Section 7.4 of the Lease ([REDACTED] Supplemental Building Specifications) is hereby amended with the following:

“7.4 FIRE ALARM SYSTEM

O. The Fire Alarm system for an open parking garage shall conform to required local code, as approved by the City of Baltimore Fire Marshal.”

The remaining clauses of Section 7.4 remain unchanged. There are no design or construction costs for the Government associated with this change.

- R. In response to INF-038 Revision #1 (AI-023), Section 9.4 of the Lease (Solicitation for Offers) is hereby amended with the following:

“9.4 FIRE ALARM SYSTEM

O. The Fire Alarm system for an open parking garage shall conform to required local code, as approved by the City of Baltimore Fire Marshal.”

The remaining clauses of Section 9.4 remain unchanged. There are no design or construction costs or impact on the project schedule for the Government associated with this change.

- S. Section E, G, and N of Paragraph 6.8 of the Lease (Solicitation for Offers) is hereby deleted in its entirety and replaced in lieu thereof with the following:

“6.8 E Design Load: Panel Supported on actual understructure shall be capable of supporting an Design Load/Allowable Load of 1250 lbs. and demonstrate the ability to withstand an overload capacity of 2 times its Design Load/Allowable Load rating (i.e. a safety factor of 2).”

“6.8 G 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 raised floor system area 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 N Overturning Moment: Pedestal support assembly shall provide an average overturning moment capacity of 1000 in-lbs when secured to a clean surface”

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Section J, of Paragraph 6.8 of the Lease added with the following:

“6.8 J Concentrated Load: 1,250 lb. on one square inch at any location with a surface deflection not to exceed 0.10” and a permanent set not to exceed .010.”

The remaining sections of Paragraph 6.8 remain unaltered (see SLA #5). There are no design or construction costs for the Government associated with this change.

T. Invoicing for lump-sum payment:

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
 20 North Eighth Street, 8th Floor
 Philadelphia, PA 19107-3191
 Attn: Steve McCombs

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,
- ◆ 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.

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