		ERVICES ADMINISTRATION C BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 7	DATE 2 0 0 0 0 12	
	TOBLIC	BOILDING SERVICES	TO LEASE NO.	9 Z0 Z013	
SUPPLEMENTAL LEASE AGREEMENT		GS - 03B - 09482	TDN.		
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	JBG/Baltimore SSA, L.L.C.  A4445 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-050 R1, B-051 R1, B-052, B-053 R1, B-054, B-056 R1, B-057 R1, B-058 R2, B-059, B-060 R1, B-061, B-062, B-063 R1, B-066 R1, T-009 R1, T-010, T-011 R1, and establish changes to the Lease associated with Al-041_1, Al-041_2, Al-054, and Al-051.					
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, November 19, 2012, as follows:					
Α.	A. The Government hereby awards Proposals B–050 R1, B–051 R1, B–052, B-053 R1, B-054, B-056 R1, B-057 R1, B-058 R2, B-059, B-060 R1, B-061, B-062, B-063 R1, B-066 R1, T-009 R1, T-010, T-011 R1 to the Lessor and shall provide compensation to Lessor in the amount of \$461,895.55 as identified in Exhibit A. The cost associated with these proposals shall be paid for out of the Tenant Improvement Allowance and amortized into the rent.				
В.	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–050 R1, B–051 R1, B–052, B-053 R1, B-054, B-056 R1, B-057 R1, B-058 R2, B-059, B-061, B-062, B-063 R1, B-066 R1, T-009 R1, T-010, T-011 R1 totaling \$461,895.55. The Government has an available Tenant Improvement Allowance, considering other NTPs issued to date, of \$11,131,540.25.				
C.	Proposal B–059 and B-063 R1 represent credits to the Government in the amount of \$97,024.05, which have been applied to the Tenant Improvement Allowance and have been reflected in the TI balance to date.				
D.	D. Proposal T-010 is hereby awarded with the following conditions: 1) Lessor to provide a credit proposal to the Government should the actual permit fees be determined to be lower than the estimate or Lessor to provide an additional cost proposal to the Government should the actual permit fees be determined to be above the estimate. The Government will only pay for the actual TI permit costs. A revised proposal will be submitted when the actual permit fees are known. 2) Lessor to provide receipts from the City of Baltimore for the permit fees when reconciling the actual cost.				
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 -yer W.L.L.C., it's managing member					
BY AVTRORCES SCONATORY (Title)					
IN THE					
	Chevy Chase, MD 20815				
(Address)					
UNITED					
BY (Official Title)					
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- E. In response to INF–028 R1, Paragraph 4.3.16 D of the Lease (Supplemental Building Specifications) is hereby deleted in its entirety. The other sections of 4.3.16 will remain unchanged.
- F. In response to INF–016 (Al–041\_1) the NIC criteria for doors, Section 6.10 is amended by adding the following:

## **"B. TENANT IMPROVEMENT**



- G. In response to INF–016 (Al–041\_2) the NIC criteria for conference and multipurpose rooms adjacent to the atrium, Sections 6.10 is amended by adding the following:
  - "B. TENANT IMPROVEMENT



H. In response to INF–112 (Al–054): Section 8.15.E.1.e. of the Lease (Solicitation for Offers) is hereby deleted in its entirety and replaced in lieu thereof with the following:

"When cable consists of multiple runs, the lessor shall provide ladder-type or other acceptable cable trays forming a loop around the perimeter of the Government-demised area. Cable tray locations are shown on the TI Work documents and must be coordinated with furniture plans in the field."

I. In response to INF–111 (AI–051): Sections 6.9 (Solicitation for Offers) and 3.5 Supplemental Building Specifications) of the Lease are hereby amended by including the following:

The ceiling in the mailroom will be no lower than 8'-1" above finished floor to accommodate the system components within the limited floor-to-ceiling slab height in this area. The ceiling will be a uniform height throughout, with no ceiling drops / soffits, which will facilitate access for maintenance. The coiling door leading from the loading dock area will provide an 8'-0" high clear opening."

Lessor & Gov't

J. In response to INF-111 (Al-051): Section 5.4.2 ( Supplemental Building Specifications) of the Lease is hereby amended by including the following:

"The mailroom HVAC design will have a MERV 13 filter on the supply side located within the mailroom air handler AHU-TI-7-L-3, and a pre-filter and HEPA filter assembly on the exhaust side of the system, immediately after the mailroom exhaust fan EF-TI-10. The exhaust duct from the mailroom AHU will be routed to exhaust into the loading dock area, away from the loading dock entry doors, via a horizontal duct extension running adjacent and parallel to the structural beam supporting the loading dock roof structure. This ductwork will be routed upward upon leaving the mailroom enclosure to be at or above the height of the adjacent concrete loading dock roof support beam (10'-3" AFF)."

K. In response to INF–111 (Al–051): Sections 6.10 A.3 (Solicitation for Offers) and 4.3.20 Supplemental Building Specifications) of the Lease are hereby amended by including the following:

"An acoustic silencer will not be required on the AHU in the mailroom, and this space will not be held to the same acoustic performance requirements as the other office areas in the building."

Lessor & Gov't

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