

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 8	DATE 11/15/2013
	SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS - 03B - 09482
		PDN: PS0024634

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 Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, December 11, 2012, as follows:

A. This Supplemental Lease Agreement (SLA) formally and officially issues Notice to Proceed in the amount of \$34,685,661.40 for the [redacted]'s Tenant Improvements in accordance with the Lessor's proposal dated 11/30/2012 and amended as T-014 R2 dated 12/20/2012 (Exhibit A). Proposal T-014 R2 is hereby incorporated into the Lease by reference. Proposals T-013 R1 and T-015 are approved and included in the total above.

The total Tenant improvement amount represents the following: Tenant Improvement of \$34,685,661.40, to be paid as follows: \$11,131,540.25 from the Tenant Improvement Allowance which is amortized in the rent at an interest rate of 5.16% over twenty (20) years, and the balance of \$23,554,121.15 to be paid via advance payments. Proposals T-013 R1, T-015 and the Lessor Fee associated with T-014 R2 shall be paid for out of the Tenant Improvement Allowance. The Clark Construction portion of Proposal T-014 R2 shall be first paid for out of the Tenant Improvement Allowance until such amounts are exhausted and the remaining amounts are to be paid via advance payments out of RWA funds.

- Notice to Proceed is dependent upon the Lessor meeting the following conditions:
1. Lessor must set up a separate bank account for the advance payments within 30 calendar days of Notice to Proceed. Amounts advanced to the lessor are to be deposited separate from the Lessor's general or other funds either in a Special Account at a member bank of the [redacted], any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (12 U.S.C. § 1811), or a credit union insured by the National Credit Union Administration. Lessor must obtain a separate DUNS +4 linked to this account within 60 calendar days of Notice to Proceed. This information will be incorporated via SLA prior to the first advance payment.
 2. Lessor must provide Payment and Performance bonds for the Tenant Improvements within 45 calendar days of Notice to Proceed. The United States Government must be listed as a dual obligee on the bonds.

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
 By: JBG/Company Manager IV, L.L.C.,
 its [redacted]
 BY [redacted] Rod Lawrence / Authorized Signatory
 IN THE PRESENCE OF [redacted] 4445 Willard Ave, Suite 400 (Name / Title)
Chevy Chase, MD 20815
 (Address)

UNITED STATES OF AMERICA GSA, Public Building Services
 BY [redacted] Contracting Officer
 (Official Title)

B. Notice to Proceed was given for Proposal T-008 in the amount of \$971,072.55 via letter on September 24, 2012. This was to be further documented in a Supplemental Lease Agreement (SLA) after receipt of competitive bids. Proposal T-008 reflected the rough order of magnitude (ROM) hard costs associated with the purchase, delivery, and set in place of the kitchen equipment. The installation and connection of this equipment is included in the mechanical and electrical portions of the Tenant Improvements proposal. This scope of work was included in the competitive bids, reflected in the Lessor's proposal dated 11/30/12 and amended as T-014 R2 dated 12/20/2012 (Exhibit A). The cost for this work was modified from \$971,072.55 to \$558,734.00. The Government hereby amends the Notice to Proceed to \$558,734.00. This amount is included in the total Notice to Proceed and will be eligible for advance payment as described above.

C. Invoicing for advance payment:

The Lessor will be required to submit monthly invoices showing a schedule of values for work as completed (or some segregable portion or percentage thereof). The Lessor will only receive payment for work that accurately represents the value submitted and has been inspected and accepted by the Government. Invoices can be submitted for the material cost of equipment either delivered to the site or stored off-site, provided such materials are stored in a bonded warehouse. Advance payments by the Government for aforementioned allocation of the Tenant Improvements shall not relieve the Lessor's obligation to deliver the space in accordance with section 1.12 of the Solicitation for Offers, as attached to the Lease. Upon completion of the work (or some segregable portion or percentage thereof), the Lessor shall notify the contracting officer to arrange for an inspection at least 10 days prior to submitting an invoice. 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: 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.

 & 

Lessor Gov't

- D. The Lessor and the Government have agreed to a schedule for the design, construction, and delivery of space which completely mitigates 28 days of delay to the SLA #5 schedule. The new schedule is attached as Exhibit B which incorporates a substantial completion date of December 31, 2013 and Government Acceptance on January 22, 2014. This exhibit shall replace all previous schedules.

- E. Throughout the Lease, including but not limited to the following paragraphs in the, Lease Representations and Certifications Form 3518 sections 9 & 11, and the Lease General Clauses Form 3517B sections 22 & 47.e.4 and SFO section 4.14, the phrase "Central Contractor Registration (CCR)" shall be deleted and replaced by "System for Award Management (SAM)".

 & 

Lessor Gov't