

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 9	DATE 4/8/2013
	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 establish the tenant improvement costs associated with Proposals B-011 R1, B-067, B-068 R1, B-069, B-073, T-016, T-017, T-018, T-019, T-020 and establish changes to the Lease associated with AI-058.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 1, 2013, as follows:

- A. The Government hereby awards Proposals B-011 R1, B-067, B-068 R1, B-069, B-073, T-016, T-017, T-018, T-019, and T-020 to the Lessor and shall provide compensation to Lessor in the amount of \$220,491.85 as identified in Exhibit A. The credit associated with T-018 in the amount of \$5,775 shall be applied to the TI Allowance. The TI Allowance shall remain fully allocated by applying \$5,775 of T-019 to the TI Allowance. The remaining balance of \$3,150 associated with T-019 shall be funded via RWA. All other proposals in Exhibit A are to be funded via advance payments out of RWA funds. There will be no change to the SLA # 8 schedule as a result of these approved proposals.
- B. Proposal B-011 R1 is hereby accepted by the Government. There are no construction costs associated with this change. Paragraph 4.3.6 A of the Lease (█'s Supplemental Building Specifications) is hereby deleted in its entirety and replaced in lieu thereof with Exhibit B, which outlines the number of core and shell toilet fixtures per floor.
- C. In response to INF-125 (AI-058), Section 6.10 (Solicitation for Offers) of the Lease is hereby amended by including the following:
 "B. TENANT IMPROVEMENT
 3. In accordance with AI-058, the sidelights requested in INF-104 for private offices in the BFM Inventory Part II will affect the acoustic performance of the wall assemblies. The acoustical requirement for wall construction in these rooms is waived."

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.

I, █, L.L.C., a Delaware limited liability company
 Party Manager IV, L.L.C., its Managing Member

 Authorized Signatory
 (Title)
 4445 Willard Ave. Suite 400
 Chevy Chase, MD 20815

 (Address)

UNITED STATES OF AMERICA
 Building Services
 BY █

 Contracting Officer
 (Official Title)

4. All lump sum payments will be made to the account associated with the following DUNS +4:

██████████

5. 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