

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 27	DATE 07/02/2014
	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 T-110 R2, T-114 R1, T-115 R1, T-116, T-117, T-118 R1, T-119, T-120, T-121, T-122 R2, T-128, T-129, T-130 R1, T-131, T-132, T-133, B-078, B-079, B-080, and B-081.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 15, 2013, as follows:

A. The Government hereby awards Proposals T-110 R2, T-114 R1, T-115 R1, T-116, T-117, T-118 R1, T-119, T-120, T-121, T-122 R2, T-128, T-129, T-130 R1, T-131, T-132, T-133, B-078, B-079, B-080, and B-081 to the Lessor and the Lessor shall provide a credit to the Government in the amount of \$767,620.20 as identified in Exhibits A and B. All proposals in Exhibit A are to be funded via advance payments out of RWA funds. The credits associated with proposals T-120, T-130 R1, T-133, and B-081 in the total amount of \$50,063.10 shall be applied to the Tenant Improvement Allowance. The TI Allowance shall remain fully allocated by applying \$50,063.10 from proposals T-110 R2, T-128, and T-129 to the TI Allowance as shown in Exhibit B. The remaining balance of \$1,959 associated with proposal T-129 shall be funded via RWA. There will be no change to the SLA # 8 schedule as a result of these approved proposals.

B. Paragraph 1.10 A-3 (Solicitation for Offers) of the Lease is hereby modified by deleting the existing text and inserting in lieu thereof the following. The other sections of paragraph 1.10, Overview of Facility Requirements, will remain unchanged.

"3. The Facility will contain an approximate 6,000 square foot cafeteria, an approximate 7,000 square foot fitness center, and an approximate 12,000 square foot Field Office. Actual square footages are sized per the construction drawings. Any reference to Child Care Center throughout the Lease shall hereby be deleted."

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 member
 BY _____
 IN _____
 Rod Lawrence
 Authorized Signatory
 (Title)
 4445 Willard Ave., Suite 400
 Chevy Chase, MD 20815
 (Address)

UNITED STATES OF AMERICA GSA Public Building Services
 BY _____
 Contracting Officer
 (Official Title)

- C. Sections 6.9 (Solicitation for Offers) and 3.5 ([REDACTED] Supplemental Building Specifications) of the Lease are hereby amended by including the following:

"The ceiling in the kitchen shall be at least 8 feet 7 inches and the ceiling in the kitchen side of the servery shall be at least 8 feet 8 inches; limited areas may be 8 feet 6 inches."

- D. Paragraph 7.6 (Solicitation for Offers) of the Lease is hereby modified by deleting the following:

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

- E. Section 8.15.F.1.b. 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 [REDACTED] furniture plans in the field."

- F. Paragraph 4.3.6. D of the Lease ([REDACTED] Supplemental Building Specifications) is hereby deleted in its entirety.

- G. Section 4.3.6.A-3 ([REDACTED] Supplemental Building Specifications) of the Lease are hereby amended by including the following:

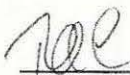

"The minimum ceiling height of 10 feet applies only to the Training Rooms located on Level 1 of the North Tower."

- H. All lump sum payments will be made to the account associated with the following DUNS +4: [REDACTED].

- I. 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

 & 

Lessor Gov't

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.

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Lessor

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