


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 39 TO LEASE NO. GS-11B-01477	DATE <div style="border: 1px solid black; padding: 5px; display: inline-block;">MAR 26 2013</div>
ADDRESS OF PREMISES 1200 New Jersey Avenue, SE Washington, DC 20003		
<p>THIS AGREEMENT, made and entered into this date by and between JBG/Federal Center, L.L.C. whose address is</p> <p style="margin-left: 40px;">JBG/Federal Center, L.L.C. c/o The JBG Companies 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-4641</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u>, as follows:</p> <p>This Supplemental Lease Agreement (SLA) is issued to reflect the annual rent bump effective October 20, 2012 through October 19, 2013 in accordance with the Service Agreement Base Rate and Space Lease Rate for Lease Year 7 as set forth in Article I of the lease. Effective October 20, 2012, the Government shall pay the Lessor annual rent in the amount of \$45,493,376.80 ((\$28.01 per RSF [Space Lease Rate 7] - \$27.46/RSF [Space Lease Rate Year 6] = \$0.55/RSF; \$4.96 per RSF [Service Agreement Base Rent 7] - \$4.86/RSF [Service Agreement Base Rent Year 6] = \$0.10)(\$0.65 x 1,350,000 RSF = \$877,500.00 annual increase + \$44,615,876.80 current annual rent))</p> <p>This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.</p> <p>All other terms and conditions of the lease shall remain in full force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>Lessor: JBG/Federal Center, L.L.C.</p> <p>BY: JBG/SEFC Investor, L.L.C., its sole member</p> <p>BY: JBG/Company Manager, L.L.C., its Operating Member</p> <p>BY: _____</p> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> (Signature) (Typed Name & Title) </div> <p>IN THE PRESENCE OF (witnessed by):</p> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> <p>_____</p> <p>_____</p> </div> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> (Signature) (Address) </div>		
<p>UNITED STATES OF AMERICA:</p> <p>BY:  _____</p> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> <div></div> <div> Contracting Officer, GSA, NCR, REAG <small>(Official Title)</small> </div> </div>		