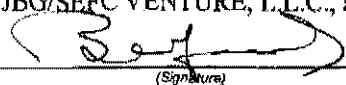
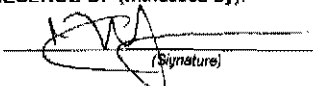



<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b>  No. 1 (Page 1 of 6)  TO LEASE NO. GS-11B-01477	<b>DATE</b>  DEC 3 2002
<b>ADDRESS OF PREMISES</b>  One New Jersey Avenue, SE Washington, DC		
<p>THIS AGREEMENT, made and entered into this date by and between JBG/SEFC VENTURE, L.L.C., a Delaware Limited Liability Company</p> <p>Whose address is</p> <p>C/o The JBG Companies 5301 Wisconsin Avenue, NW, Suite 300 Washington, DC 20015</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 upon execution by both parties hereto, as of date above, as follows:</p> <p>This Supplemental Lease Agreement (SLA) is issued to accept and incorporate the attached negotiated Project Schedule, which shall replace Schedule 5.4.5 of the Lease and as of the execution date of this SLA all references within the Lease to the Project Schedule or to Schedule 5.4.5 shall refer to the Project Schedule attached to this SLA.</p> <p>The Parties acknowledge that the attached negotiated Project Schedule includes dates that have been updated to reflect actual or negotiated agreed dates between the Parties as of October 31, 2002. The intent of the Parties is that no delay be attributable to either Party with respect to actual deliverables, milestones, or activities which occurred prior to November 1, 2002 and the schedule attached to this SLA shall be determinative as of that date. Any and all delay by either Party prior to November 1, 2002 will be waived upon execution of this SLA.</p> <p>(Continued)</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/SEFC VENTURE, L.L.C., a Delaware Limited Liability Company</p> <p>BY <u></u> <u>BENJAMIN JACOBS</u> (Signature) (Typed Name &amp; Title)</p> <p>IN THE PRESENCE OF (witnessed by):</p> <p><u></u> <u>5301 WISC. AVE. NW, # 300 WASH DC 20015</u> (Signature) (Address)</p>		
<p>UNITED STATES OF AMERICA:</p> <p>BY <u></u> <u>Contracting Officer, GSA, PBS, DC Service Center</u> (Signature) (Official Title)</p>		

SUPPLEMENTAL LEASE AGREEMENT NO. 1  
TO LEASE NO. GS-11B-01477  
PAGE 2 of 6

In addition, the following definitions are incorporated into Section 1.1 Definitions of Words and Terms:

"Actual Start" means the point in time when an activity starts.

"Actual Finish" means the point in time when an activity finishes.

"Critical Path" the longest continuous chain of activities through the network schedule that establishes the minimum overall project duration.

"Data Date" means the point in time to which the project has been updated to.

"Early Start" means the earliest an activity may start.

"Early Finish" means the earliest an activity may finish.

"Late Start" means the latest an activity may start without impacting the schedule.

"Late Finish" means the latest an activity may finish without impacting the schedule.

"Project Schedule Substantial Completion Date" means the date projected on the Project Schedule for Project Substantial Completion.

"Total Float" means the amount of time any given activity or path of activities may be delayed before it will affect the Project Schedule Substantial Completion Date.

"Float" means the amount of time between the early start date and the late start date, or the early finish date and the late finish date of any activity in the Project Schedule.

**Lease Section 2.5.5 Project Schedule is deleted in its entirety and replaced as follows:**

**2.5.5. Occupancy Date.**

The Leased Premises must be delivered as Substantially Complete in accordance with the Project Schedule Substantial Completion date, but in all events no later than one thousand six hundred and three (1,603) calendar days after the date of Lease Award (subject to a day-for-day extension for each day of Government Delay or Excusable Delay, if any).

**Lease Section 5.4.5 Project Schedule is amended by deleting paragraph (a) in its entirety and replacing paragraph (a) as follows:**

**5.4.5 Project Schedule.**

(a) Attached to this Lease as Schedule 5.4.5 is the Project Schedule. The Lessor is solely responsible for the attached Project Schedule. The Project Schedule is the definitive design and construction schedule for the development of the entire Facility, from which delay shall be calculated. The Project Schedule shall govern the durations and logical sequencing for all activities shown therein, including, but not limited to, (i) key Government submissions and decisions (e.g., design submissions, including the POR, and acceptances), (ii) reviews of schedules for the Facility, and for all major elements, including structural, mechanical, electrical, plumbing, elevators, architectural finishes, site work, parking facilities and roads, (iii) A/E activities (including, but not necessarily limited to, design phase activities,

INITIALS	
Lessor	Gov't
8	03

**SUPPLEMENTAL LEASE AGREEMENT NO. 1**  
**TO LEASE NO. GS-11B-01477**  
**PAGE 3 of 6**

reviews, acceptances, procurement milestones and constraints, meetings and conferences, bids, bid reviews, construction award and construction commencement activities), (iv) completion for each stage of General Office Spaces and for Joint Use Spaces, (v) periodic inspections, (vi) final inspections, (vii) space delivery, and (viii) space availability for occupancy.

The Project Schedule shall be updated upon acceptance by both Parties in writing of the General Contractor Update to the Design and Construction Progress Schedule in accordance with revised Section 5.6.3 of the Lease (see below.) This update shall incorporate the updated construction activities durations from the start to finish of the construction phase of the Project Schedule, but shall not be deemed to change the start date of the construction activities on the attached Project Schedule or the Project Schedule Substantial Completion Date for the purpose of calculating delay unless an SLA is issued specifically modifying those dates. The Government reserves the right to request a modification in the sequence of delivery of space for occupancy. The Lessor shall timely inform the Government whether such changes are feasible and whether such changes entail additional costs or delays. If the request is feasible, approved by the Lessor and subsequently directed by the Government, the Government shall be solely responsible for any additional cost and/or delays arising from any such request.

The Lessor understands that the Government is relying on the Project Schedule in planning the vacation of its current leased space, the moving of people and equipment, and the complex planning necessary to keep its agencies and employees functioning efficiently during the moving and occupancy of the Leased Premises. The Lessor acknowledges that the Government will suffer significant damages if there is any deviation from the agreed delivery and occupancy schedules set forth in the Project Schedule, and, except to the extent proximately caused by Excusable Delay or Government Delay, the Lessor shall be liable for all such damages in accordance with Section 5.7.11.



**Section 5.5.3. Coordination.** This section of the Lease shall be amended by inserting the words "design and" as follows:

The Lessor shall also maintain and provide to the Government reasonably detailed meeting minutes documenting all design and construction meetings pertaining to the Base Building construction. Lessor shall provide the Government with copies of all such meeting minutes. The Government shall provide the Lessor ongoing timely information regarding Tenant Interior Design direction, decisions and contemplated changes.

**Section 5.6.1. Introduction.** This section of the Lease shall be amended by deleting the first and second paragraphs in their entirety and replacing them with the following two paragraphs:

**Section 5.6.1. Introduction.** The Government will retain, at its cost, its own interior architects and other consultants to design all Fit-Out, through completion of DID's and throughout the Construction Period in a Construction Administration (CA) capacity for all Fit-Out. The Project Schedule shall incorporate the dates by which the Lessor must provide the Government's design team with all required information and the dates by which the Government must submit all required information including but not limited to concepts, schematics and DID's for the Lessor's review and approval. Whenever a Party is scheduled to receive a deliverable, the receiving Party shall verify in writing, unless otherwise defined and or agreed to, the scope of the information it requires at a date which is early enough to be published in a Project Progress Report that will be issued at least 90 days prior to the due date of the deliverable. Unless otherwise stated, a commercially reasonable standard will be applied to the specifics of what must be contained within such deliverables.

DID's are required to define the interior tenant Fit-Out requirements for the [REDACTED] DID's shall be developed by the Government's contractor(s), and delivered to the Lessor, in accordance with the Project Schedule. The 95% DID delivery shall consist of a 100% completed set of coordinated contract documents which are biddable and constructible by a competent and qualified contractor with a

INITIALS	
Lessor	Gov.
	

SUPPLEMENTAL LEASE AGREEMENT NO. 1  
TO LEASE NO. GS-11B-01477  
PAGE 4 of 6

reasonable amount of clarification by the Lessor's architect. The Lessor is responsible for then completing and coordinating a 100% complete set of CD's which will carry professional certifications and stamps. The Lessor shall be solely responsible and liable for ensuring technical accuracy, and local jurisdictional code compliance of the documents. The Lessor shall be responsible for obtaining all necessary building permits from the local jurisdiction.

**Lease Section 5.6.3. Schedule Updates is deleted in its entirety and replaced as follows:**

**5.6.3. Project Progress Reports.** The Lessor shall submit a monthly Project Progress Report to the Government on the status of the Project. The Project Progress Report shall consist of the following sections: a Design and Construction Progress Schedule, a Narrative, a Digger 2.0 Schedule Comparison Report, and 3 Primavera Generated Reports. The Project Progress Report will set forth up-to-date and accurate progress data based upon the Lessor's reasonable judgment, and shall be prepared by the Lessor in consultation with the principal Development Team members and other consultants, contractors, construction managers and suppliers. The Data Date for each Project Progress Report shall be the last workday of the month. The due date for each Project Progress Report shall be the 10th working day of the month. Due to holidays and weekends, the Government agrees that when the 10th working day of the month falls on a weekend or holiday that the Report shall be due on the next possible work day, and may change the due date for the Project Progress Report from time to time. Such change is for one time only unless otherwise instructed by the Government.

(a) The Design and Construction Progress Schedule shall be a copy of the Project Schedule with activities updated by the Lessor for actual start and/or finish dates as of the Data Date and percent completion. It shall be signed by the Lessor and contain the following information:

- Submittal date
- Lessor name
- Project name
- Four character P3 Project Number "-" Data Date (UP01 - September 30, 2002)

(b) The Narrative shall have the following sections:

- **Design and Construction Status:** This section shall explain the progress achieved during the month referencing specific activities in the Design and Construction Progress Schedule, specifically noting the status of Critical Path activities, any activity performed out of sequence, and milestones met or missed. Any known or reasonably foreseeable problems or issues that may impact any aspect of the following 60 days of the schedule shall be raised, including design issues, means and methods issues, impacts on the schedule of change orders, if any and proposed solutions described. In addition, if an authorized Change has been issued, the report shall show revised activity logic, durations and cost estimates resulting from the Change.
- **Delays:** If any activity has been delayed during the Project Progress Report period, the Narrative shall explain what activities were delayed, what caused the delay (if the delayed activity is a "Lessor" controlled activity, what other activities (if any) will be affected by the delay if not mitigated, and what mitigation measures the Lessor intends to take or recommends the Government take to mitigate the delay. If any activity has been delayed during a previous reporting period, and the Lessor or the Government has committed to one or more mitigation measures in a previous reporting period or otherwise in writing, the Narrative shall explain whether such measures have been taken or are in progress and the degree to which, if any, delay has been mitigated during the Project Progress Report period.
- **Digger 2.0 Schedule Comparison Comments:** Narrative shall explain the changes identified by the Digger 2.0 Schedule comparison Report.

INITIALS	
Lessor	Gov't
✓	83

SUPPLEMENTAL LEASE AGREEMENT NO. 1  
TO LEASE NO. GS-11B-01477  
PAGE 5 of 6

(c) The Digger 2.0 Schedule Comparison Report will show all changes to the Design and Construction Progress Schedule since the previous Project Progress Report (or in the first instance, changes made during the Project Progress Report period as compared to the Project Schedule), including but not limited to the following information:

- Activities worked out of sequence.
- Changes in Total Float.
- Changes in Early and Late Dates.
- Changes in Original and Remaining Duration
- Changes in Activity Constraints.
- Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
- Changes in Activity Resource Assignments.
- Changes in Activity Cost Loading.
- Changes in Activity percent completion.
- Changes in Longest Path/Critical Path Activities.

(d) The Primavera Generated Reports shall consist of the following:

- **Longest Path (Critical Path):** Shall be time scaled and filtered on the Longest Path activities and sorted by early start, early finish and total float.
- **Work Completed Report:** List of activities that have been completed for the month.
- **Summary Barchart:** Barchart rolled up by the Activity Code PHASE

The Project Progress Reports are provided to the Government for informational purposes only; they shall not constitute an amendment to the Project Schedule unless the CO issues a Supplemental Lease Agreement to amend the Project Schedule, nor shall they be deemed a determination on the actual causes of delay.

**General Contractor Update.** As soon as practicable, but not later than three months after the selection of the General Contractor in accordance with Section 5.5.1 of the Lease, the Lessor shall submit an update ("General Contractor Update") to the most recently submitted Project Progress Report proposing revisions and/or additions to the Design and Construction Progress Schedule and other data as needed to clearly delineate construction activities and related matters. To the extent feasible, the update will include the following:

The physical and structural breakdown of the project;

- The General Contractor's contract milestones and/or completion dates;
- The type of work to be performed and the labor trades involved;
- All purchase, manufacture and delivery activities for all major materials and/or equipment;
- Deliveries of owner-furnished equipment and/or materials;
- Preparation, submittal and approval of shop and/or working drawings and material samples;
- Approvals required by regulatory agencies and/or other third parties;
- Coordinated dates for all subcontract work;
- Assignment of responsibility for performing specific activities;
- Access to and availability of work areas; (preparation and coordination with the government and TI consultants)
- Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, to include government contractors;
- Actual tests, submission of test reports and approval of test results;
- Updated plan for incremental space delivery and related inspection and acceptance dates;

INITIALS	
Lessor	Gov't
Y	BB

SUPPLEMENTAL LEASE AGREEMENT NO. 1  
TO LEASE NO. GS-11B-01477  
PAGE 6 of 6

- Include O&M Plans, Commissioning activities, Safety and Environmental Management Plans, Space Commencement, Lease Commencement, Rent Commencement, Warranties and Guarantees, Manuals, As-Builts, Government Staging Area/Temporary Office,
- Resource loading of work activities to indicate labor and equipment actually available to perform the work;
- Cost loading of work activities to indicate the money available to perform the work
- Identification of any manpower, material and/or equipment restrictions;

Lessor shall incorporate any requests made by the Government for additional periods of access for its contractors during construction of the Base Building and Fit-Out. Provided that the periods of access for the Government's Contractors proposed in the General Contractor's Update are commercially reasonable for that type of work, the Government shall be solely responsible for all costs, (including cost associated with delay) arising from such request. The Government's requests must be made within twenty (20) working days after delivery of the proposed General Contractor Update. All proposed revisions and/or additions must be consistent with the other provisions of the Project Schedule, Sections 2.5.4. and 2.5.5 hereof, and this Section 5.4.5. The Government shall have 20 working days to review the General Contractor Update for such consistency and either accepts the proposed revisions and/or additions, reject them with explanation and/or propose revisions to the General Contractor Update. When accepted in writing by both parties, the revisions and/or additions shall be tracked monthly through the Design and Construction Progress Schedule, but shall not be deemed to amend or modify the Project Schedule Substantial Completion Date.

**Section 5.8.8. Government Contracted Work.** This section of the Lease shall be amended by inserting the words " or within the General Contractor Update" as follows:

**5.8.8. Government Contracted Work.** Pursuant to Section 2.5.4, during the process of design and construction the Lessor shall, at no additional cost to the Government, make Site and record access available to the CO and its representative(s) for all purposes (including, but not limited to, installation of furniture, fixtures and equipment, testing of equipment, etc.). The Government will cooperate with the Lessor in the scheduling and coordination of work by the Government's direct contractors such as telephone or furniture vendors. The Lessor shall admit the Government's contractors to perform work in the Leased Premises prior to Substantial Completion, during the time periods allocated therefore within the Project Schedule **or within the General Contractor Update in accordance with Section 5.6.3** and during such other time periods as the Government may request upon reasonable advance notice; provided that, Lessor need not permit access into any increment of space more than thirty (30) days in advance of the projected date of Substantial Completion for such increment of space, if such access is not reserved in the Project Schedule **or within the General Contractor Update** and Landlord determines in its reasonable discretion that such entry will delay or otherwise materially adversely interfere with the Substantial Completion of the Leased Premises. The mere presence of the Government's contractors during such time periods shall not be deemed to interfere with or substantially delay the Lessor's performance under this Lease, nor shall work performed by the Government's contractors which does not proximately delay Substantial Completion of the Facility be deemed to give rise to any claim of delay attributable to the Government. The CO will coordinate the Government's access with the Lessor in order to minimize interference and conflicts with and disruptions to the general contractor and other contractors on site. The Government will be responsible for any damage to the Base Building Work or Fit-Out caused by the Government or its contractors during any such entry onto the Leased Premises.

INITIALS	
Lessor	Gov't
8	83