

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTAL LEASE AGREEMENT	NO. 29	SEP 12 2012
		TO LEASE NO. GS-11B-01477
ADDRESS OF PREMISES 1200 New Jersey Ave, SE Washington, DC 20003		
THIS AGREEMENT, made and entered into this date by and between: JBG/Federal Center, LLC whose address is: c/o The JBG Companies 4445 Willard Avenue Suite 400 Chevy Chase, Maryland 20815		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:		
Pursuant to Lease Section 6.1, the parties have agreed to an adjustment in the annual Service Agreement Rent beginning October 1, 2009 (fiscal years 2010 and 2011) through September 30, 2011 to reflect an increase in the scope of the Lessor's operations and maintenance responsibilities under the Lease. The Government agrees to reimburse the Lessor, subject to all of the Lease conditions, obligations, and rights regarding the Lessor's acceptable performance of operations and maintenance responsibilities as follows:		
1) Preventive Maintenance (PM) of the following equipment:		
a) PM for two [REDACTED] Emergency Power Generators, S/N 6DW01801 and S/N 6DW01802. These items are [REDACTED] Government-owned equipment. The Lessor agrees to be responsible for the PM of this equipment subject to the same maintenance responsibilities provided under the Lease for other than Government-owned equipment. The Government agrees to pay the Lessor a fixed annual PM cost of [REDACTED] for the fulfillment of its PM responsibilities on this equipment. The Government also agrees to pay the Lessor a fixed annual management fee of [REDACTED] equivalent to [REDACTED] for overhead and profit as allowable in the Lease, Section 6.8.5.		
b) PM for the Building Automation System. This item is [REDACTED] Lessor-owned equipment. The Lessor is responsible for the replacement, repair and PM of this equipment under the Lease. Due to Government requested enhancements to this system, the Government agrees to pay a fixed annual PM cost of [REDACTED] (or [REDACTED] of the Lessor's total PM cost documented by the Lessor at the time of this agreement) to reflect the increase in operations and maintenance costs resulting from these Government enhancements. The Government also agrees to pay the Lessor a fixed annual management fee of [REDACTED] equivalent to [REDACTED] for overhead and profit as allowable in the Lease, Section 6.8.5.		
c) PM for the Government's Computer Room Air Conditioning (CRAC) units and the Government's Uninterruptable Power Supply Systems. These items are [REDACTED] Government-owned equipment. The Lessor agrees to be responsible for the PM of this equipment subject to the same maintenance responsibilities provided under the Lease for other than Government-owned equipment. The Government agrees to pay the Lessor a fixed annual PM cost of [REDACTED] for the fulfillment of its PM responsibilities on this equipment. The Government also agrees to pay the Lessor a fixed annual management fee of [REDACTED] equivalent to [REDACTED] for overhead and profit as allowable in the Lease, Section 6.8.5. (As of October 01, 2012, this operating cost will be paid directly to the Lessor by the occupying government agency and not a part of the service rent).		
d) PM for the Electrical Power Distribution System that supports the Government-owned equipment. This item is [REDACTED] Lessor-owned equipment. The Lessor is responsible for the replacement, repair and PM of this equipment under the Lease. Due to Government requested enhancements to this system, the Government agrees to pay a fixed annual PM cost of [REDACTED] (or [REDACTED] of the Lessor's total PM cost documented by the Lessor at the time of this agreement) to reflect the increase in operations and maintenance costs resulting from these Government enhancements. The Government also agrees to pay the Lessor a fixed annual management fee of [REDACTED] equivalent to [REDACTED] for overhead and profit as allowable in the Lease, Section 6.8.5. (As of October 01, 2012, this operating cost will be paid directly to the Lessor by the occupying government agency and not a part of the service rent).		
e) PM for the [REDACTED] containing four (4) vehicle [REDACTED] providing [REDACTED] and twenty-seven (27) [REDACTED] providing [REDACTED] to the building. The vehicle [REDACTED] is Government-owned equipment and the 27 [REDACTED] providing [REDACTED] are Lessor-owned equipment. The Lessor agrees to be responsible for the PM of the Government-owned equipment subject to the same maintenance responsibilities provided under the Lease for other than Government-owned equipment. The Government agrees to pay a fixed annual PM cost of [REDACTED] (or [REDACTED] of the Lessor's total PM cost documented by the Lessor at the time of this agreement) to reflect the increase in operations and maintenance costs resulting from these Government enhancements. The Government also agrees to pay the Lessor a fixed annual management fee of [REDACTED] equivalent to [REDACTED] for overhead and profit as allowable in the Lease, Section 6.8.5.		
The annual subtotal for the above items - 1.a) through 1.e) equals \$248,900.65. This subtotal is offset by two credit adjustments of \$10,489.10 each for fiscal years 2010 and 2011 as an adjustment resulting from previous overcharges to the Government in the sum of \$20,978.20 for the maintenance of its Generators under 1.a) above. Therefore, the adjusted subtotal Annual Service Rent for 1.a) through 1.e) for fiscal years 2010 and 2011 equals \$238,411.55 per period.		
Effective October 1, 2011 (fiscal year 2012), the adjusted subtotal Annual Service Rent for 1.a) through 1.e) shall be \$231,735.09 to reflect that the parties have agreed to a reduction of the fixed annual management fee from [REDACTED] equivalent to [REDACTED]		
Effective April 1, 2012, the adjusted subtotal Annual Service Rent for 1.a) through 1.e) shall be increased by \$5,469.12 [REDACTED] contract cost plus [REDACTED] management fee [REDACTED] from [REDACTED] to [REDACTED] to reflect Lessor's agreement to be responsible for the PM of an additional four (4) Government-owned Mini Mate units under 1.c) above.		
In accordance with the Lessor provided services identified above, the parties hereby agree to the following schedule of Lump-sum payments for services provided and increase in the total annual Service Agreement Rent for current PM services:		
For the Period of October 1, 2009 through September 30, 2012, the Lessor is due a lump-sum payment in the amount of \$711,292.75 (\$238,411.55 for fiscal year 2010, \$238,411.55 for fiscal year 2011 and \$234,469.65 for fiscal year 2012) which all parties agree is an In Full and Final Settlement for these services.		
Effective October 1, 2012, the total Annual Service Rent for items 1.a), 1.b), and 1.e) [ASR 1.a), 1.b), and 1.e)] shall be \$92,158.26. One twelfth (1/12) of this amount is to be paid monthly in arrears. These amounts will be paid by the Government in Service Agreement Rent but will not be subject to the Service Agreement Base Rent adjustments provided for in Section 1.1 of the Lease nor subject to Consumer Price Index adjustments per Section 2.7.3 of the Lease. Future adjustments to the ASR 1.a), 1.b), and 1.e) shall be subject to periodic adjustment based on the results of a competitive proposal process and Sections 9.6 & 9.7 of the lease. Therefore, Effective October 1, 2012, the Government shall pay Lessor annual rent in the amount of \$44,481,268.74 = [ASR 1.a), 1.b), and 1.e) \$92,158.26 + total current annual rent \$44,389,110.48].		
The Lessor's operational and maintenance responsibilities and costs associated with the responsibilities added by this SLA, shall be reflected in the Lessor's Annual Statement of Operating Costs as required by Section 2.7.7 of the Lease and will be provided in sufficient detail in such statement to provide the Government with the Lessor's actual costs for providing these services. The annual statement shall identify these costs by section number and equipment/services as identified in this SLA. (e.g., SLA 24, 1(a) Emergency Power Generators).		
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		
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/Federal Center, LLC

By: JBG/SEFC Investor, L.L.C., its Managing Member

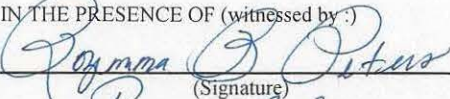
By: JBG/Company Manager, L.L.C.

BY 
(Signature)

Managing Member
(Title)

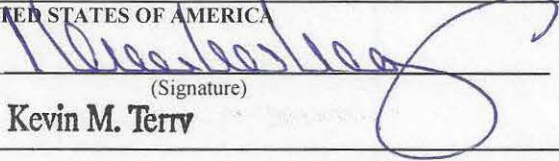
Brian Coulter

(Print Signature)

IN THE PRESENCE OF (witnessed by :)

(Signature)

Administrative Assistant
(Title)

Jozenna B. Petas
(Print Signature)

UNITED STATES OF AMERICA
BY 
Kevin M. Terry

Contracting Officer
GSA, NCR, PBS, Real Estate Division
(Official Title)