

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-11P-LVA12666
ADDRESS OF PREMISES 841-881, 883-885, 901-929 South Pickett Street Alexandria, VA 22304-4605	PDN Number: N/A

THIS AMENDMENT is made and entered into between JBG/Pickett Office, L L.C.

whose address is: 4445 Willard Avenue, Suite 400
Chevy Chase, MD 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. Per Paragraph 1.11 of the Lease, a Tenant Improvement Allowance (TIA) of \$15.40 per ABOA square foot, or, \$2,092,675.20, is provided as part of the rental consideration. The TIA is amortized at 0% interest over the lease term. Per Paragraph 1.12 of the Lease, the Government may use all or part of the TIA. Any unused TIA may be returned to the Lessor in exchange for a reduction in rent according to the agreed upon amortization rate over the Firm Term of the Lease. The Government only has a need for a portion of the TIA. Accordingly, the Government will return \$2,002,989.12 of the TIA to the Lessor, and retain \$89,686.08 for use within the premises. The annual rent will be adjusted effective December 1, 2015 as further described below.
2. Per Paragraph 1.14 of the Lease, a Building Specific Amortized Capital (BSAC) amount of \$10.00 per ABOA square foot, or, \$1,358,880.00, is provided as part of the rental consideration. The BSAC is also amortized at 0% interest over the lease term. Per Paragraph 1.15 of the Lease, the Government may use all or part of the BSAC. Any unused BSAC may be returned to the Lessor in exchange for a reduction in rent according to the agreed upon amortization rate over the Firm Term of the Lease. The Government does not have a need for the BSAC allowance. Accordingly, the Government will return to the Lessor the entirety of the BSAC amount of \$1,358,880.00 and adjust the annual rent effective December 1, 2015 as further described below.

This Lease A

All other term
IN WITNESS

FOR THE LE

Signature:

Name:

Title:

Entity Name:

Date:

[Redacted Signature Area]

Authorized Signatory
JBG/Pickett Office LLC
11/4/15

Name:

Title:

Date:

[Redacted Signature Area]

GSA, PBS, Lease Executions Division

NOV 30 2015

WITNESSED FOR THE LESSOR BY

Signature:

Name:

Title:

Date:

[Redacted Signature Area]

11/4/15



