

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-11P-LDC12705
ADDRESS OF PREMISES Bowen Building, 875 15th Street, NW Washington, DC 20005-2221	SEP 20 2017

THIS AMENDMENT is made and entered into between Bowen Building L.P.

whose address is: c/o JBGS/OP Management Services, L.L.C., 4445 Willard Avenue, Suite 400, Chevy Chase, MD20815 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:

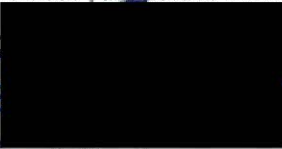
The construction of the Premises and processing of Government issued change orders is complete. Therefore pursuant to Lease Amendment #1, Section 4, the Lease shall be amended to memorialize the Tenant Improvement Allowance (TIA) and the Building Specific Amortized Capital (BSAC) that was utilized by the Government.

- Effective Date:** The Effective Date of this Lease Amendment shall be September 1st, 2017.
- Reduction of Tenant Improvement Allowance (TIA):** Pursuant to GSA Form L201C Lease Paragraph 108, the Lease included a Lessor provided TIA in the amount of \$1,956,475.50 (\$38.90 per ABOASF). The Government utilized only \$1,550,046.04 of the TIA therefore, the remaining unspent TIA balance of \$406,429.46 shall be recouped by the Government as rent abatement as further detailed below in paragraph 4 of this LA.
- Reduction of the Building Specific Amortized Capital (BSAC):** Pursuant to GSA Form L201C Lease Paragraph 1.11, the Lease included a Lessor provided BSAC allowance of \$301,770.00 (\$6.00 per ABOASF). The Government utilized \$0.00 of the BSAC allowance therefore, the remaining unspent BSAC balance of \$301,770.00 shall be shall be recouped by the Government as rent abatement as further detailed below in paragraph 4 of this LA.

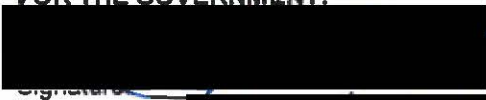
This Lease Amendment contains 2 page.

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 below date.


FOR THE LESSOR

Signature: 
Name: Steven A. Museles
Title: Authorized Signatory
Entity Name: Bowen Building, L.P.
Date: _____

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/20/17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Megan Evans
Title: Administrative Assistant
Date: 9/15/17

4. Rent Concessions: Pursuant to GSA Form L201C Lease Paragraphs 1.04, the Government was originally entitled to a total rent abatement \$6,136,513.07. Pursuant to paragraph 2 and 3 above, the Government shall now be entitled to a total rent abatement of \$6,844,712.53 consisting of \$6,136,513.07 of rent abatement from the base lease plus \$406,429.46 of remaining unused TIA plus \$301,770.00 of remaining unused BSAC. The free rent (rent abatement) period commenced April 1, 2016, and will continue until the free rent has been fully recaptured in equal monthly installments over the shortest time practicable.

This document will not constitute a legal obligation until date of execution by the Government. This document shall not be construed as a waiver of any rights, benefits, or interests that the Government has under the Lease.

INITIALS:


LESSOR

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GOVT