GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2	
LEASE AMENDMENT	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

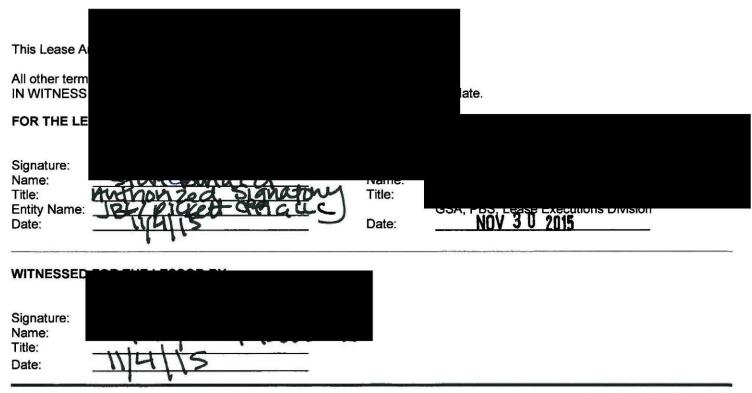
Chevy Chase, MD 20815

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.





- 3. Effective December 1, 2015, the annual rent shall be reduced by \$672,374.02 from \$2,932,463.04, to \$2,260,089.02 payable at the rate of \$188,340.75 per month, in arrears.
- 4. Since TIA and BSAC were amortized into the rental payment, a credit is owed to the Government for these component parts of the rent from the sixteen-month time period of August 1, 2014, to November 30, 2015 that the Government has paid through the rent. Per Paragraph 1.06 of the Lease, the TIA and BSAC components of the annual rent are \$400,598.02 and \$271,776.00 respectively. Thus the credit owed to the Government is calculated as:

Unneeded TIA of \$400,598.02 + Unneeded BSAC of \$271,776.00 = \$672,374.02

\$672,374.02 + 12 months = \$56,031.17 x 16 months = \$896,498.72

Total Credit value is: \$896,498.72.

5.	Effective December 1, 2015, the Broker Commission Credit, as outlined in Paragraph 1.07, has been adjusted to reflect the changes made to the annual rent as noted above. The total commission amount is now is payable to Savills-Studley, with the remaining being the Commission Credit, to be applied against the shell rent portion of the annual rent. Accordingly, the Commission Credit is applied in equal installments of against the first and second months of rental payments.
	However, the new Commission Credit is calculated from the revised annual rent. The original annual rent had a Commission Credit calculated from it, and that amount of was taken and applied against the annual rent. Therefore, the Lessor is owed the difference between the original Commission Credit of which is the commission Credit of the commiss
6.	Effective December 1, 2015, the credit in the amount of against the monthly rent payment owed to the Lessor until exhausted.

INITIALS: LESSOR & GOVT

Lease Amendment Form 12/12