## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE AMENDMENT ADDRESS OF PREMISES Bowen Building, 875 15th Street, NW Washington, DC 20005-2221

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

All other terms and conditions of the lease shall remain in force and effect.

whose address is: c/o Vornado/Charles E. Smith L.P., 2345 Crystal Drive, Suite #1100, Arlington, VA 22202-4801

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 lease shall be amended to memorialize April 1, 2016 as the date for substantial completion for the leased premises, and that the Lessor shall no longer be required to provide the Government with thirty three (33) unreserved parking permits.

- <u>Date of Substantial Completion:</u> The Government hereby accepts as Substantially Complete the demised premises of 58,387 rentable square feet (RSF), yielding 50,295 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space. The Lease Term Commencement Date is hereby established as April 1, 2016, and the lease shall expire March 31, 2026.
- 2. Parking: The Government no longer has a requirement for thirty three (33) unreserved parking permits which are included in the annual rent. Effective April 1, 2016, the Lessor's obligation to provide thirty three (33) unreserved parking permits in the rent shall be terminated, and the government's annual rent shall be reduced by \$118,800.00 per year and the Annual Rent effective April 1, 2016, shall be as detailed below in Paragraph 3. GSA Form L201C Lease Paragraphs 1.02A and 1.03H shall be deleted in their entirety. In consideration for reducing the annual rent, the Lessor's total obligation to provide parking pursuant to the parking ratio in Lease Paragraph 15 of Exhibit J shall be reduced by a total of thirty three (33) parking permits.

This Lease Amendment contains 2 page.

| IN WITNESS | WHEREUF, the parties subscribed to                           | heir names as of the below date.   |
|------------|--|--|
| FOR THE LE | SSOR   | FOR THE GOVERNMENT:  |
| Date:      | Mitchell N. Schear Authorized Signatory Bowen Building, L.P. | Signature Name: Lease Contracting Officer GSA, Public Buildings Service, Date: |
| Date:      | 5/2/11/2   | Date: THAT I 2 70  |

## WITNESSED FOR THE LESSOR BY:

| Signature: |                          |
|------------|--------------------------|
| Name:      | Finily Castelety         |
| Title:     | Mandrer, Executly office |
| Date:      | 5/2/118                  |

3. <u>Annual Rent:</u> Paragraph 1.03A of GSA Form L201C in the Lease is hereby amended by deleting the table and footnotes thereto in their entirety and substituting the following:

|  | FIRM TERM ANNUAL RENT | PER ABOA SQFT ANNUAL RENT |
|--|-----------------------|---------------------------|
|  |                       |                           |
| SHELL RENT <sup>1</sup>                                    | \$2,437,295.70        | \$48.46                   |
| TENANT IMPROVEMENTS RENT <sup>2</sup>                      | \$195,647.55          | \$3.89                    |
| OPERATING COSTS <sup>3</sup>                               | \$671,941.20          | \$13.36                   |
| BUILDING SPECIFIC AMORTIZED<br>CAPITAL (BSAC) <sup>4</sup> | \$30,177.00           | \$0.60                    |
| TOTAL ANNUAL RENT  | \$3,335,061.45        | \$66.31                   |

<sup>1</sup>Shell rent (Firm Term) calculation: \$41.743807697 per RSF (or \$48.46 per ABOA) multiplied by 58,387 per RSF

The total Tenant improvement Allowance is \$38.90 per ABOA (total TI amount \$1,956.475.50) is amortized at \$3.89 per ABOA at an interest rate of zero percent (0.00%) per annum over 10 years.

Operating Costs rent calculation: \$11.508404268 per RSF (or \$13.36 per ABOA) multiplied by 58,387per RSF

The total Building Specific Security Costs of \$6.00 per ABOA (total BSAC amount \$301,770.00) is amortized at \$.60 per ABOA at an interest rate of zero percent (0.00%) per annum over 10 years.

- 4. Tenant Improvement Allowance and Building Specific Amortized Capital Allowance: Pursuant to GSA Form L201C Lease Paragraphs 1.03A, 1.08 and 1.11 the Lease included a Lessor provided Tenant Improvement Allowance (TIA) in the amount of \$1,956,475.50, and a Building Specific Amortized Capital allowance (BSAC) in the amount of \$301,770.00. The Lessor and the Government agree and acknowledge that although the Government has beneficial use and occupancy of the premises, the Lessor on behalf of the Government continues to process construction change orders, and perform improvements that will be paid for out of the TIA and BSAC Allowance. Upon completion of the construction, the Lessor and the Government shall enter into a Lease Amendment that will memorialize the total amount of the TIA and BSAC Allowance that was utilized. Any unused TIA or BSAC Allowance shall be refunded to the Government in the form of a rent abatement.
- 5. Rent Concessions: Pursuant to GSA Form L201C Lease Paragraphs 1.04, the Government shall continue to be entitled to a total rent abatement of \$6,136,513.07, derived of \$5,002,592.18 in free rent plus in Broker Commission Credit. The free rent shall commence April 1, 2016, and 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.

VITIALS:

SOR GO

Lease Amendment Form 12/12