

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. <b>GS-11P-LVA00167</b>
<b>ADDRESS OF PREMISES</b> 2300 CLARENDON BLVD ARLINGTON, VA 22201-3348	

**THIS AMENDMENT** is made and entered between VNO Courthouse II LLC whose address is: c/o JBGS/OP Management Services, L.L.C., 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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date hereof, as follows:

This Lease Amendment (LA) is hereby issued to reflect the leasing by the Government of 3,476 Rentable Square Feet (RSF)/ 2,867 ANSI/BOMA Office Area Square Feet (ABOA SF) of additional office space at 2300 Clarendon Boulevard, hereinafter referred to as the "Expansion Space". The Expansion Space consists of a portion of the 6th floor as shown in the attached floor plan "Exhibit A". Upon substantial completion of construction of the Government's Expansion Space, the Government's leased premises shall increase from 16,522 RSF / 13,892 ABOA SF (the "Initial Space") to 19,998 RSF / 16,759 ABOA SF (Leased Premises).

**1. Term:**

The term of the Expansion Space ("Expansion Space Term") shall commence upon the earlier of May 1, 2018 or the date of substantial Completion of construction of the Expansion Space (the "Expansion Space Commencement Date") and shall be coterminous with the lease expiring on July 31, 2027.

**2. Premises:**

- (a.) Expansion Space: The Leased Premises is hereby expanded to include a portion of the 6<sup>th</sup> Floor consisting of 3,476 BRSF (or 2,867 ABOA SF).
- (b.) Total Premises: From and after the Expansion Space Commencement Date the new total Government Leased Premises shall be 19,998 BRSF (or 16,759 ABOA SF) of office related space including: (i.) Suite 500 from the base lease consisting of 16,522 BRSF (or 13,892 ABOA) and (ii) the 6<sup>th</sup> floor Expansion Space consisting of 3,476 BRSF (or 2,867 ABOA).

This Lease Amendment contains 3 pages.  
 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: [Redacted]  
 Name: David B. [Redacted]  
 Title: Exec. Vice Pres.  
 Entity Name: VNO Courthouse II LLC  
 Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: [Redacted]  
 Name: Mark Stadskiev  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 11/7/2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]  
 Name: James E. Savage  
 Title: Leasing Coordinator  
 Date: 9.29.17

3. Rent:

- (a.) **Expansion Space Rent:** The Government's annual rent for the Expansion Space shall be \$149,468.00 (\$43.00 BRSF or \$52.133938 ABOA) payable at the rate of \$12,455.67 per month in arrears.
- (b.) **Total Rent:** The Government shall pay the lessor a Total Annual Rent with Parking, as that term is used in the table in Section 1.03.A. of the Lease, of \$878,780.64 (\$43.943426 BRSF or \$52.436341 ABOA SF) at the rate of \$73,231.72 per month in arrears for the entire Leased Premises consisting of the premises in the Base Lease (Suite 500) and the 6th floor Expansion Space. The annual rent shall continue to be subject to adjustments in accordance with the provisions in this Lease Amendment and the Base Lease throughout the lease term.

4. Free Rent:

Beginning on the Expansion Space Commencement Date, rent for the Expansion Space for the initial 7 months of the Expansion Space Term shall be abated in its entirety in an aggregate total amount of \$87,189.69 (7 times \$12,455.67).

5. Operating Costs:

The "Total Annual Rent" and Total Annual Rent with Parking shall be inclusive of base year operating expenses. Effective upon the Expansion Space Commencement Date, Operating Cost Base shall be increased from \$130,168.04 to \$157,524.16 (\$7.8770 BRSF x 19,998 BRSF) for the entire Premises (including both Suites 500 and the 6<sup>th</sup> floor Expansion Space). The Government shall commence paying Operating Cost Adjustments for the entire premises on the first anniversary of the Base Lease Commencement. On August 1, 2018, an adjustment using a base of \$157,524.16 will be made in accordance with Section 2.09 of the Base Lease.

6. Real Estate Taxes:

The "Total Annual Rent" and Total Annual Rent with Parking shall be inclusive of base year real estate taxes. Effective upon the Expansion Space Commencement Date, the Government's Percentage of Occupancy for the purpose of calculating Tax Adjustments shall be increased from 5.932155% to 7.1802% (19,998 BRSF / 278,516 BRSF). The Percentage of Occupancy is derived by dividing the total Government leased space 19,998 BRSF by the total Building Space of 278,516 BRSF.

7. Tenant Improvement Allowance

The Lessor shall not be responsible for providing a Tenant Improvement Allowance for the Expansion Space. The Base Lease has a current tenant improvement allowance balance of \$277,840.00. The Government shall be permitted to utilize this tenant improvement allowance as necessary in the Expansion Space in accordance with Section 1.08 A of the Lease.

8. Broker Commission

The Government represents and warrants that it has not engaged a broker in connection with this Lease Amendment or the Expansion Space and no commission is or will be due to the Government or any broker acting on behalf of the Government.

9. Building Shell Requirements

For the Expansion Premises only, the Lessor shall only be responsible for the cost to provide building standard lighting, building standard ceiling system, building standard HVAC and building standard fire life safety requirements. All other construction costs for the Expansion Space shall be at the sole cost and expense of the Government. The Government shall be responsible for all architectural and engineering costs, which shall be contracted for and provided by the Lessor.

INITIALS:

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LESSOR

  
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**10. Construction Fees**

The Lessor's general contractor's overhead and profit and general conditions and the construction management and coordination fees payable to Landlord or its affiliate shall be 20% of the cost to construct the Expansion Premises including the cost for all architectural and engineer services.

**11. Construction Schedule**

The Expansion Premises shall be constructed in accordance with a construction schedule to be mutually agreed upon between the Lessor and the Government.

**12. Conflicts:**

In the event of a conflict between this LA #1 and the Base Lease, this LA #1 shall govern.

INITIALS:

DBR  
LESSOR

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[Signature]  
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