

TO LEASE NO. GS-11P-L12597

ADDRESS OF PREMISES 5275 Leesburg Pike, Falls Church, Virginia 22041-3803

THIS AGREEMENT, made and entered into this date by and between CESC Skyline LLC

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

- The Government shall lease an additional 6,532 BRSF / 5,052 ABOA of first (1st) floor space, hereinafter referred to as the "Expansion Space". The Base Lease shall be increased from 182,721 RSF / 152,294 ABOA to 189,253 BRSF / 157,346 ABOA. As further detailed below, starting on the Lease Term Commencement Date, the first thirty-six (36) months' rent for the Base Lease, and the first twenty-seven (27) months' rent for the Expansion Space shall be abated. A floor plan of the Expansion Space is attached hereto as Exhibit A.
- In accordance with Lease Paragraph 1.09C(3), GSA exercises its option to request additional tenant improvements. Therefore, the Lessor shall provide the Government with \$6,280,269.00 of Additional Financed Tenant Improvements Allowance which shall be financed into the annual rent. The Additional Financed Tenant Improvements Allowance shall be amortized at the interest rate of seven percent (7%), over the fifteen (15) year term of the lease.

GSA Form L201C (10/12) Shall Be Amended As Follows:

- Office and Related Space - Lease Paragraph 1.01A: 189,253 BRSF, yielding 157,346 ABOA of office and related space located on a portion of the G-2 level (consisting of 1,299 BRSF / 1,000 ABOA), a portion of the first (1st) floor (consisting of 42,836 BRSF / 32,556 ABOA), the entire second (2nd) and entire third (3rd) floor(s) (each consisting of 72,559 BRSF / 61,895 ABOA).
- Common Area Factor - Lease Paragraph 1.01B: The Common Area Factor shall be increased from 19.98 percent to 20.27824 percent.
- Rent and Other Consideration - Lease Paragraph 1.03A: The Government shall pay the Lessor annual rent of \$6,354,975.99 (\$33.57926 per BRSF) payable at the monthly rate of \$529,581.33 in monthly installments in arrears.

	Annual Rent (Base Lease)	Annual Rent (Expansion Space)	Annual Rent (Additional Financed Tenant Improvements Allowance)	Annual Rent (Base Lease + Expansion Space + Additional Financed Tenant Improvements Allowance)
Shell Rent (1)	\$3,870,664.19	\$139,593.28	N/A	\$4,010,257.47
Tenant Improvement Rent (2)	\$474,548.13	\$15,742.03	N/A	\$490,290.16
Operating Costs (3)	\$1,123,734.15	\$40,171.80	N/A	\$1,163,905.95
Building Specific Security (4)	\$12,683.53	\$452.89	N/A	\$13,136.42
Parking (5)	N/A	N/A	N/A	N/A
Additional Financed Tenant Improvements Allowance (6)	N/A	N/A	\$677,385.99	\$677,385.99
Total Annual Rent (7)	\$5,481,630.00	\$195,960.00	\$677,385.99	\$6,354,975.99

Lessor Gov't L.M.S

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

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1. Shell rent (Base Lease plus the Expansion Space) calculation: \$21.18993 per BRSF multiplied by 189,253 BRSF.
 2. Tenant Improvement Allowance of \$7,354,352.48 (\$490,290.16 per annum), consisting of the Tenant Improvement Allowance from the Base Lease of \$7,118,222.00 (equating to \$474,548.13 per annum) + a Tenant Improvement Allowance for the Expansion Space of \$236,130.48 (equating to \$15,742.03 per annum) amortized at a rate of zero percent (0%) per annum over 15 years
 3. Operating Costs for the Base Lease + the Expansion totaling \$1,163,905.95 (\$6.15 per BRSF multiplied by 189,253 BRSF).
 4. Building Specific Security costs of \$197,046.30 (\$13,136.42 per annum), consisting of Building Specific Security costs from the Base Lease of \$190,253.00 (\$12,683.53 per annum) + Building Specific Security costs for the Expansion Space of \$6,793.30 (\$452.89 per annum) for the Expansion Space for Lessor's obligations pursuant to Exhibit D, amortized at a rate of zero percent (0%) per annum over 15 years
 5. Parking costs N/A.
 6. Additional Financed Tenant Improvement Allowance: Pursuant to paragraph 5 below, the Additional Financed Tenant Improvement Allowance shall consist of a total of \$6,280,269.00 amortized at the interest rate of seven percent (7%), over the fifteen (15) year term of the lease resulting in a payment of \$677,385.99 per annum. The Government's total obligation for TI repayment under this lease shall be \$16,056,078.29 consisting of [(Total Tenant Improvement Rent of \$490,290.16 X 15 years) + (Additional Financed Tenant Improvements Allowance of \$677,385.99 X 15 years) - (rental abatement of the Tenant Improvement Allowance from paragraph 8 below of \$1,459,063.96)].
4. Broker Commission and Commission Credit - Lease Paragraph 1.04B: The paragraph shall be deleted in its entirety, and replaced with the following. "The Government's Commission Credit shall occur in the thirty-seventh (37th) month and the thirty-eighth (38th) month of the lease, and shall be paid in accordance with the Rent Schedule below".
 5. Tenant Improvements Rental Adjustment - Lease Paragraph 1.09(C)(3): In accordance with Lease Paragraph 1.09(C)(3), the Government shall finance into the lease \$6,280,269.00 of Additional Tenant Improvements at the interest rate of seven percent (7%), amortized over the fifteen (15) year term of the lease, which equates to an amortized repayment of \$677,385.99 annually being \$56,448.83 per month. In accordance with paragraph 7.03 of the Base Lease, the repayment of the Additional Tenant Improvements shall commence on the Lease Term Commencement date, and repayment shall not be abated during the free rent period. The total amount of tenant improvements to be provided by the Lessor to the Government shall total \$13,634,621.48 (\$7,118,222.00 of Tenant Improvements provided in the Base Lease + \$236,130.48 of Tenant Improvements provided for the Expansion Space + \$6,280,269.00 of Additional Financed Tenant Improvements).
 6. Percentage of Occupancy for Tax Adjustment - Lease Paragraph 1.13: The Expansion Space shall increase the Government's percentage of occupancy from 42.40% to 43.92%.
 7. Operating Cost Base - Lease Paragraph 1.15: The base rate for operating costs shall increase from \$1,123,734.15 per annum to \$1,163,905.95 per annum.
 8. Rental Abatement - Paragraph 7.03: As detailed below in the Rent Abatement Schedule, starting on the Lease Term Commencement Date, the first thirty-six (36) months' (equating to three (3) years) rent for the Base Lease consisting of \$16,444,890.00, and the first twenty-seven (27) months' rent for the Expansion Space consisting of \$440,910.00 shall be abated for a total abatement of \$16,885,800.00 (total Base Lease Abatement of \$16,444,890.00 + total Expansion Space abatement of \$440,910.00). Such abatement shall consist of Shell Rent, Tenant Improvement Rent, Operating Costs and Building Specific Security costs as stated above in Section 1.03.A. In accordance with paragraphs 1.03(A) and 1.09(C)(3) above, the repayment of the Additional Financed Tenant Improvements shall commence on the Lease Term Commencement date, and repayment shall not be abated during the rent abatement period.

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Rent Abatement Schedule

	Base Lease 36 Months of Abatement	Expansion Space 27 Months of Abatement	Total Abatement (Base Lease + Expansion Space)
Shell Rent	\$11,611,992.57	\$314,084.88	\$11,926,077.45
Tenant Improvement Allowance	\$1,423,644.39	\$35,419.57	\$1,459,063.96
Operating Costs	\$3,371,202.45	\$90,386.55	\$3,461,589.00
Building Specific Security Costs	\$38,050.59	\$1,019.00	\$39,069.59
Parking - Total Abatement	N/A	N/A	N/A
Additional Financed Tenant Improvement Allowance	N/A	N/A	N/A
Total Amount of Rent Abatement	\$16,444,890.00	\$440,910.00	\$16,885,800.00

9. **Rent Schedule:** Rent shall be paid in accordance with the following schedule:

- **Months 1 through 27:** Monthly rental payment of \$56,448.83 consisting of the monthly amortized repayment of the Additional Financed Tenant Improvements.*
- **Months 28 through 36:** Monthly rental payment of \$72,778.83 consisting of the monthly amortized repayment of the Additional Financed Tenant Improvements consisting of \$56,448.83 per month, plus the monthly rent for the Expansion Space consisting of \$16,330.00.*
- **Month 37 and 38:** Monthly rental payment of \$289,760.01 consisting of the monthly amortized repayment of the Additional Financed Tenant Improvements consisting of \$56,448.83 per month, plus the monthly rent for the Expansion Space consisting of \$16,330.00, plus monthly rent for the Base Lease of \$456,802.50 minus the prorated Commission Credit of [REDACTED]
- **Months 39 through 180:** Monthly rental payment of \$529,581.33 consisting of the monthly amortized repayment of the Additional Financed Tenant Improvements consisting of \$56,448.83 per month, plus the monthly rent for the Expansion Space consisting of \$16,330.00, plus monthly rent for the Base Lease of \$456,802.50.*

*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

All other terms and conditions of the Lease Agreement hereby shall remain in full force and effect.
IN WITNESS WHEREOF, the undersigned have signed as of the above date.

FOR THE LESSOR

Signature: [REDACTED]
Name: [REDACTED]
Title: Executive Vice President
Entity Name: CESC Skyline LLC
Date: 04/28/14

FOR THE

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer GSA, PBS, NCR
Date: 6/10/2019

WITNESSE

Signature: [REDACTED]
Name: Monika Dourmash
Title: Assistant
Date: 4-29-14