

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 04
	TO LEASE NO. GS-11P-L12597
LEASE AMENDMENT	
ADDRESS OF PREMISES 5275 Leesburg Pike FALLS CHURCH, VA 22041-3803	PDN Number:

THIS AMENDMENT is made and entered into this date by and between 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:

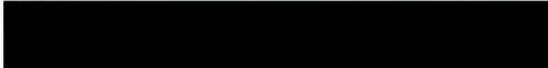
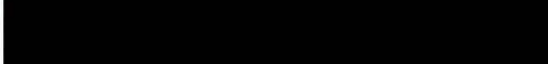
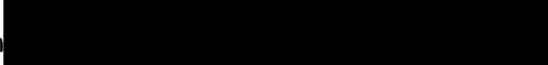


1. In accordance with Lease Paragraph 1.09C(3), this Lease Agreement #4 (LA #4) has been issued to memorialize that the Government exercises its option to request additional Tenant Improvements Allowance (TI). The Lessor shall provide the Government with an additional \$700,000.00 of Additional Financed Tenant Improvements Allowance (TIA). The additional TIA shall be financed into the annual repayment of tenant improvement rent for the first (24 months) two years of the lease term. The additional financed tenant improvements allowance shall be amortized at the interest rate of seven percent (7%) per annum over the first (24 months) (equating to two (2) years) term of the lease for an additional annual (TIA) rent repayment of \$376,089.66 per year or \$31,340.81 monthly in installments in arrears.

2. Annual Rent: As detailed below, effective upon the Lease Commencement Date as previously established in LA #3 as June 1, 2014, the annual rent for months 1 through 24 shall increase to \$6,731,065.65 (\$6,354,975.99 existing annual rent + \$376,089.66 additional annual TIA), payable at the rate of \$560,922.14 in arrears. Beginning on the 25th month of the lease through the 180th month of the lease, the annual rent shall be reduced back down to \$6,354,975.99 payable at the rate of \$529,581.33 per month in arrears. Repayment of the Additional Financed Tenant Improvements shall not be abated during the free rent period.

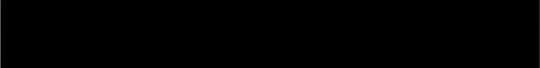

This Lease Amendment contains 3 pages.

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: 
Name: 
Title: 
Entity Name: 
Date: 

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: Dec. 19, 2014

WITNESSED

Signature: 
Name: 
Title: Administrative Assistant
Date: 12/15/2014

	Annual Rent From (LA #2)	Annual Rent (\$700,000.00 of Additional Financed Tenant Improvements Allowance Per LA #4)	Annual Rent (Current Annual Rent + Additional Financed Tenant Improvements Allowance)
Shell Rent	\$4,010,257.47	N/A	\$4,010,257.47
Tenant Improvement Rent	\$490,290.16	N/A	\$490,290.16
Operating Costs	\$1,163,905.95	N/A	\$1,163,905.95
Building Specific Security	\$13,136.42	N/A	\$13,136.42
Parking	N/A	N/A	N/A
Additional Financed Tenant Improvements Allowance	\$677,385.99	\$376,089.66	\$1,053,475.65 (paid for months 1 through 24) \$677,385.99 (paid for months 25 through 180)
Total Annual Rent	\$6,354,975.99	\$376,089.66	\$6,731,065.65 (paid for months 1 through 24) \$6,354,975.99 (paid for months 25 through 180)

3. **Additional Financed Tenant Improvements:** In accordance with Lease Paragraph 1.09(C)(3), the Government has previously financed into the lease \$6,280,269.00 (per LA #2) of Additional Financed Tenant Improvements allowance 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 Financed Tenant Improvements allowance shall commence on the Lease Term Commencement date (June 1, 2014), and repayment shall not be abated during the thirty-six (36) month free rent period. The total amount of tenant improvements to be provided by the Lessor to the Government shall total \$14,334,621.48 (\$7,118,222.00 of Tenant Improvements provided in the Base Lease) + (\$236,130.48 of Tenant Improvements provided for the Expansion Space per LA #2) + (\$6,280,269.00 of Additional Financed Tenant Improvements, per LA#2) + (\$700,000.00 of additional tenant allowance, per this LA #4).

4. **Rental Abatement Paragraph 7.03:** As detailed below, starting on the Lease Term Commencement Date (June 1, 2014), the first thirty-six (36) months rent (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. Such abatement shall consist of Shell Rent, Tenant Improvement Rent, Operating Costs and Building Specific Security costs. In accordance with lease paragraphs 1.09(C)(3) and 7.03, the repayment of the Additional Financed Tenant Improvements per LA #2 and this LA #4 shall commence on the Lease Term Commencement Date (June 1, 2014), and repayment shall not be abated during the rent abatement period.

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

- Lease Months 1 through 24: Monthly rental payment of \$87,789.64 consisting of \$456,802.50 (monthly rent for the base lease), plus \$16,330.00 (monthly rent for the expansion space per LA #2), plus \$56,448.83 (the monthly amortized repayment of the Additional Financed Tenant Improvements of \$6,280,269.00 from LA #2) plus \$31,340.81 (the monthly amortized repayment of the \$700,000.00 of Additional Financed Tenant Improvement from LA #4), minus \$456,802.50 (monthly free rent for the base lease), minus \$16,330.00 (monthly free rent for the expansion space per LA #2).*
- Lease Months 25 through 27: Monthly rental payment of \$56,448.83 consisting of \$456,802.50 (monthly rent for the base lease), plus \$16,330.00 (monthly rent for the expansion space per LA #2), plus \$56,448.83 (the monthly amortized repayment of the Additional Financed Tenant Improvements of \$6,280,269.00 from LA #2), minus \$456,802.50 (monthly free rent for the base lease), minus \$16,330.00 (monthly free rent for the expansion space per LA #2).*

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- Lease Months 28 through 36: Monthly rental payment of \$72,778.83 consisting of \$456,802.50 (monthly rent for the base lease), plus \$16,330.00 (monthly rent for the expansion space per LA #2), plus \$56,448.83 (the monthly amortized repayment of the Additional Financed Tenant Improvements of \$6,280,269.00 from LA #2), minus \$456,802.50 (monthly free rent for the base lease).*
- Lease Months 37 and 38: Monthly rental payment of \$289,760.01 consisting of \$456,802.50 (monthly rent for the base lease), plus \$16,330.00 (monthly rent for the expansion space per LA #2), plus \$56,448.83 (the monthly amortized repayment of the Additional Financed Tenant Improvements of \$6,280,269.00 from LA #2) minus [REDACTED] (prorated Commission Credit from the Base Lease).*
- Lease Months 39 through 180: Monthly rental payment of \$529,581.33 consisting of \$456,802.50 (monthly rent for the base lease), plus \$16,330.00 (monthly rent for the expansion space per LA #2), plus \$56,448.83 (the monthly amortized repayment of the Additional Financed Tenant Improvements of \$6,280,269.00 from LA #2).*

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

INITIALS:  LESSOR &  GOVT