

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.1
	TO LEASE NO. GS-11P-LVA12641
ADDRESS OF PREMISES: 201 12 th Street Arlington, VA 22202-8408	PDN Number:

THIS AMENDMENT, made and entered into this date by and between

CESC Crystal/Rosslyn L.L.C.

whose address is: C/O Vornado/Charles E. Smith L.P.
2345 Crystal Drive, Suite 1100
Arlington, VA 22202

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 as of the date of execution of this document by the Government and the Lessor as follows:

- 1.) This Lease Amendment 1 (LA 1) is hereby issued to memorialize additional expansion space on the 5th and 7th Floors under Lease GS-11P-LVA12641. Pursuant to the terms specified in the GSA Form L201C, Section 7, Paragraph 7.02 "Right to Expand Premises", The Government exercises the right to expand its premises by approximately 5,823 ABOA SF / 6,463 BRSF of office space on the Fifth (5th) Floor of the building, resulting in full floor tenancy. The Government's agent is not entitled to a brokerage commission for the subject transaction, nor is the Government entitled to a broker commission credit for the expansion. The said rental rate for the subject expansion is memorialized as \$31.83 per BRSF, which equates to \$205,708.46 per annum (full service), inclusive of operating costs, tenant improvements and real estate taxes. The rate for operating cost for the said expansion is memorialized as \$6.45 per BRSF, which equates to \$41,683.57 per annum. The tenant improvement allowance of \$49.84 per ABOA SF is amortized at a rate of 0.00 percent per annum over ten (10) years, equivalent to \$290,218.32 and \$29,021.83 annually. Rent concessions for the 5th floor expansion shall include 30 months of free rental consideration.

- 2.) In addition, the Government expands its premises by approximately 5,616 ABOA SF / 7,075 BRSF of office space on the Seventh (7th) Floor of the building. The Government's agent is not entitled to a brokerage commission for the subject transaction. The said rental rate for the subject expansion is memorialized as \$32.00 per BRSF, which equates to \$226,400.00 per annum (full service), inclusive of operating costs, tenant improvements and real estate taxes. The rate for operating cost for the said expansion is memorialized as \$6.45 per BRSF, which equates to \$45,633.75 per annum. The tenant improvement allowance of \$49.84 per ABOA SF is amortized at a rate of 0.00 percent per annum over ten (10) years, equivalent to \$279,901.44 and \$27,990.14 annually. Rent concessions for the 7th floor expansion shall include twenty-two months (22) months of free rental consideration and a 3.0% percent credit in the amount of \$6,792.00 realized as additional free rental consideration applied in month twenty-three (23) of the said lease term.

- 3.) As a result of the aforementioned, the Government's total basis for occupancy is amended from 67,505 ABOA SF / 74,931 BRSF and memorialized to 78,944 ABOA SF / 88,469 BRSF. The total annual rent is increased by \$432,108.46, from \$2,397,792.00 and memorialized to \$2,829,900.46 per annum (full service), inclusive of operating costs, tenant improvements and real estate taxes. The total Operating Cost Base is increased by \$87,317.32, from \$483,304.95 and memorialized to \$570,622.27 per annum. The tenant improvement allowance of \$49.84 per ABOA SF is amortized at a rate of 0.00 percent per annum over ten (10) years, equivalent to \$3,934,568.96 and \$393,456.89 annually, inclusive of the base lease, 5th Floor expansion and 7th Floor expansion. The commencement date of this lease remains March 15, 2015 continuing for a period of ten (10) years, ten (10) years Firm.

- 4.) For the purposes of calculating Real Estate Taxes and Operating Cost adjustments, the Government's percentage of occupancy is amended from 21.88 percent and memorialized to 25.83 percent. Space assignment allocations are as follows: Office and related space located on the entire fourth 4th Floor (36,664 ABOA SF / 40,697 BRSF), the entire fifth Floor 5th Floor (36,664 ABOA SF / 40,697 BRSF) and a portion of the seventh 7th Floor (5,616 ABOA SF / 7,075 BRSF).

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

This document will not constitute an obligation until the date of execution by the Government. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

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

IN WITNESS WHEREOF, the parties have signed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: Director
Entity Name: CES

C/O Vornado/Charles E. Smith L.P.
2345 Crystal Drive, Suite 1100
Arlington, VA 22202

Date: 03/17/15

FOR THE GOVERNMENT:

Signature: _____
Name: ROBERT FEDERICO
Title: Lease Contracting Officer
GSA, Public Buildings Service.

Date: 4/16/2015

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Manager - Finance Office
Date: 03/17/15

INITIALS:

[Signature]
LESSOR

&

[Signature]
GOVT