

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. GS-11P-LVA12641
ADDRESS OF PREMISES: 201 12 th Street Arlington, VA 22202-5406	PDN Number:

THIS AMENDMENT is made and entered into between: **CESC Crystal/Rossllyn L.L.C.**
C/O Vornado/Charles E. Smith L.P.
whose address is: 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 upon execution by the Government, as follows:

- A.** The Government hereby accepts the demised premises of 78,944 ABOA SF/88,469 BRSF as Substantially Complete. The Lease Commencement Date shall be March 15, 2015 for a period of 10 years expiring on March 14, 2025.
- B.** Effective March 15, 2015, the Government shall pay the Lessor annual rent of \$2,829,900.46 (\$35.85/ABOA SF; \$31.99/BRSF) at the rate of \$235,825.04 per month in arrears. The annual rent includes an operating cost base of \$570,622.27 (\$6.45/BRSF). The Government will make annual adjustments to the operating cost base in accordance with Paragraph 2.09 of the L201C.
- C.** Notwithstanding the foregoing, for the office and related Space located on:
 - i. The entire fourth (4th) floor (36,664 ABOA SF/40,697 BRSF) and the entire fifth (5th) floor (36,664 ABOA SF/40,697 BRSF) of the Building totaling 81,394 rentable square feet (RSF), yielding 73,328 ANSI/BOMA Office Area (ABOA) square feet (SF), the Government shall be entitled to abatement of rent in its entirety for the first thirty (30) months after the Lease Commencement Date. This is inclusive of amortization of the tenant improvement allowance, operating costs per the 1217 and BSAC, and

This Lease Amendment contains 2 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

FOR THE LESSOR: CESC Crystal/Rossllyn L.L.C.

L.P.
Signature: _____
Name: _____
Title: _____
Entity Name: Vornado/Charles E. Smith L.P.
Date: August 13, 2015

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9/10/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Administrative Assistant
Entity Name: Vornado/Charles E. Smith L.P.
Date: August 13, 2015



- ii. A portion of the seventh (7th) floor (5,616 ABOA SF/7,075 BRSF) of the Building totaling 7,075 rentable square feet (RSF), yielding 5,616 ANSI/BOMA Office Area (ABOA) square feet (SF), the Government shall be entitled to abatement of rent in its entirety for the first twenty-two (22) months after the Lease Commencement Date 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 said lease term. This is inclusive of amortization of the tenant improvement allowance and operating costs per the 1217.

D. In addition, the shell rental amount due and owing under this lease shall be reduced to fully recapture the Commission Credit of [REDACTED] for months 31 and 32 as indicated below for adjustment:

- i. Month 31 rental payment of \$235,825.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 31 rent;
- ii. Month 32 rental payment of \$235,825.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 32 rent.

E. The Government's percentage of occupancy for purposes of tax adjustments, pursuant to Paragraph 1.13 of the L201C, shall be 25.83% (88,469 BRSF/342,470 BRSF).

This document will not constitute an obligation until the date of execution by the Government, which execution shall be within thirty (30) days of the Government's receipt of the SLA executed by the Lessor. 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.

INITIALS:  LESSOR &  GOVT