

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT ADDRESS OF PREMISES CRYSTAL GATEWAY 3 1215 S CLARK STREET ARLINGTON, VA 22202	TO LEASE NO. GS-11P-LVA12678 PDN Number: N/A

THIS AMENDMENT is made and entered into between: **CESC GATEWAY SQUARE, 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:

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, covenant and agree that the said Lease is amended, effective upon complete execution of this Lease Amendment (LA) by the Lessor and by the Government, as follows:

A. Effective as of October 1, 2016, in addition to the 118 parking spaces included in the rental rate, the Government hereby leases an additional 338 parking spaces (the "Additional Parking Spaces") consisting of 330 inside structured spaces and 8 outdoor surface spaces as shown on the parking plans, Exhibits A1-A4 to this LA, from October 1, 2016 through the termination of this lease on June 15, 2031. The initial annual rent for the Additional Parking Spaces shall be \$1,196,520.00 per year (at the base annual rate of \$295.00/month/space). The rent for the Additional Parking Spaces shall increase annually by two and one-half percent (2.5%) of the rent then currently being paid for the Additional Parking Spaces, effective as of June 16, 2017 and on each June 16th thereafter throughout the term of the Lease.

B. Paragraph 1.03(H) of the Lease is deleted in its entirety, and the following is substituted in lieu thereof:

"H.(1) In addition to the 118 parking spaces included in the rental rate, the Government hereby leases an additional 338 parking spaces as shown on the parking plans identified as Exhibits A1 – A4 to this LA. The 118 spaces included in the annual rental rate for the office space and the Additional Parking Spaces are collectively referred to herein as the "Government Secure Parking Area."

(2) Included in the 338 spaces are eight (8) outside spaces as shown on Exhibit A4. With respect to the 8 outside spaces

This Lease Amendment contains 5 pages, plus Exhibits A1-A4 (4 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: Mitchell N. Schoger
 Title: Executive Vice President
 Entity Name: CESC Gateway Square LLC
 Date: 2/21/17

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: Jessie T. Beresford
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: MAY 16 2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: Clare Ellis
 Title: Executive Assistant
 Date: 2/21/17

only, the Lessor may terminate the Government's right to use any or all of the eight outside parking spaces on thirty (30) days prior written notice to the Government if these spaces will no longer to be used for parking. In the event that any of the outside spaces are terminated from the Lease, the then annual rent for the Additional Parking Spaces shall be reduced pro rata by the fraction, the numerator of which is the total number of terminated outside spaces and the denominator of which is 338.

(3) Notwithstanding the June 16, 2016 Lease Commencement Date, the additional annual rent for the Additional Parking Spaces as specified below shall commence effective as of October 1, 2016 and be paid in arrears in the same manner and at the same time as monthly rent is otherwise due under the Lease. No abatement or rent credits are applicable to the annual rent for the Additional Parking Spaces. The annual rent for the Additional Parking Spaces shall be \$1,196,520.00 per year payable at the rate of \$99,710.00 per month in arrears during the initial year of the lease term. Commencing on the first anniversary of the Lease Commencement Date, and every anniversary thereafter, the rent for the Additional Parking Spaces shall increase by two and one-half percent (2.5%) of the rent then currently being paid for the Additional Parking Spaces, as follows.

Annual and Monthly Rent for Additional Parking Spaces			
Lease Year	Effective Date	Annual Rent	Monthly Rent
1	10/1/2016	\$1,196,520.00	\$99,710.00
2	6/16/2017	\$1,226,433.00	\$102,202.75
3	6/16/2018	\$1,257,093.83	\$104,757.82
4	6/16/2019	\$1,288,521.17	\$107,376.76
5	6/16/2020	\$1,320,734.20	\$110,061.18
6	6/16/2021	\$1,353,752.55	\$112,812.71
7	6/16/2022	\$1,387,596.37	\$115,633.03
8	6/16/2023	\$1,422,286.28	\$118,523.86
9	6/16/2024	\$1,457,843.43	\$121,486.95
10	6/16/2025	\$1,494,289.52	\$124,524.13
11	6/16/2026	\$1,531,646.76	\$127,637.23
12	6/16/2027	\$1,569,937.93	\$130,828.16
13	6/16/2028	\$1,609,186.38	\$134,098.86
14	6/16/2029	\$1,649,416.04	\$137,451.34
15	6/16/2030	\$1,690,651.44	\$140,887.62

The foregoing rates apply to the initial term of the Lease and do not apply to any additional lease term such as a renewal, extension or holdover of the Lease. If the Lease is renewed, extended or goes into holdover, then the Government's monthly cost for parking shall be renegotiated between the Lessor and the Government.

(4) All of the parking in the Government Secure Parking Area shall be Level IV parking spaces, except the portion of the 15 spaces obstructed by fencing and other equipment that are located outside of the fenced area. The expenses related to securing the Government Secure Parking Area including installation of fencing and equipment to provide limited access to the Government Secure Parking Area consistent with Level IV requirements shall be paid for by the Government. No parkers, other than the Government Tenant, its employees, and invitees, may park in the Government Secure Parking Area. (Note: included in the 338 Additional Parking Spaces are 15 spaces that are obstructed by the fencing and other measures required for the Government Secure Parking Area to conform to the requirements of Level IV.)

(5) The operation of the Government Secure Parking Area shall be subject to the following terms and conditions:

- A. The Government has installed various equipment (security fences, vehicle barriers, access control equipment, vehicle screening equipment and video surveillance equipment, and other related security

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and access control equipment used to secure the Government Secure Parking Area) (herein, the "Equipment") in the building garage. The Government agrees to operate and maintain the Equipment in a first class manner, and to maintain the Equipment in good working order at all times. Lessor shall not be responsible for repairing, operating, maintaining or replacing any of the Equipment. In the event that the Equipment cannot be repaired or replaced in a timely manner, and in the interim vehicle and/or pedestrian traffic in the parking garage areas outside of the Government Secure Parking Area is disrupted, then the Government shall immediately suspend the use of the Equipment and immediately make alternative arrangements for vehicles to enter or exit the Government Secure Parking Area so as not to disrupt or interfere with the normal flow of vehicle or pedestrian traffic into or within the building parking garage.

- B. The Government's right to maintain and operate the Equipment is subject to the Equipment not interfering with the normal operation of the parking garage, and not interfering with normal vehicle traffic flow, and not restricting or prohibiting the use of parking spaces or drive lanes outside of Government Secure Parking Area. The Equipment, and any space required for the use of the Equipment (such as approach lanes, queuing lanes, setbacks, swing radius, camera viewing areas, layover areas, inspection area, pedestrian gates, etc.) shall be located completely inside Government Secure Parking Area, such that no parking spaces or drive lanes outside of Government Secure Parking Area will be interfered with or rendered unusable or nonfunctional by the Equipment or its operations.
- C. The Government agrees that all signs installed by the Government in the building parking garage must be reviewed and approved in advance by Lessor, and that all signs installed by the Government must be located within the Government Secure Parking Area.
- D. Prior to any changes to the Equipment, the Government shall submit plans, specifications and related information or documentation to Lessor for its review and written approval. The Government shall reimburse Lessor for the cost of consultants that are retained by Lessor to review any Equipment proposed by the Government. If required by Lessor, the Government agrees to install and maintain as part of the Equipment, at the Government's sole cost, access control devices and equipment that are connected to, or are in electronic communication with, Lessor's parking control system. The Government agrees that in the event Lessor upgrades or changes the parking control system for the building parking garage, and such upgrades or changes require upgrades or changes to the Equipment, the Government will immediately upgrade or change the Equipment at the Government's sole cost.
- E. The Government acknowledges that vehicles entering and exiting the building garage will be required to use Lessor's access control card as well as the Government's access control card when entering and exiting the Government Secure Parking Area. The term access control card is intended to broadly include card keys, key fobs, or other proximity access control devices. If requested, Lessor agrees to cooperate with the Government to develop a system whereby the Government will use a single access control card to operate all parking entrances and exits. Any upgrades or changes to Lessor's or the Government's parking control systems, or the Equipment, required for single card access will be at the Government's sole cost to install and maintain. In the event that a vehicle that is authorized to use the Government Secure Parking Area enters the building garage and does not enter Government Secure Parking Area, such vehicle shall be charged the hourly rate or the daily rate for visitor parking upon exiting the garage.
- F. The Lessor agrees to continue to be responsible for repairing and maintaining the base building systems inside of Government Secure Parking Area during normal hours as specified in Paragraph 6.01 of the Lease. The Lessor shall provide periodic garage sweeping and washing services after normal hours. Within 24 hours of receiving a request from the Lessor, the Government agrees to provide escorts if required by the Government, at no cost to Lessor, for Lessor's employees and/or contractors to perform repairs, maintenance or janitorial services within Government Secure Parking Area. Examples of such services include, but are not limited to, changing light tubes, cleaning and repairing sewage and ground water sumps, fire alarm testing and repair, electrical testing and repair, voice/data installation and repair, HVAC repair, garage fan repair, painting, sweeping, power washing, concrete repair, plumbing repair, trash and debris removal and other services. On demand, and without

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delay, the Government agrees to provide emergency access to the Lessor's employees and or contractors 24 hours a day, 365 days a year to Government Secure Parking Area, and the Government agrees to provide emergency escorts if required by the Government, at no cost to the Lessor. The Government acknowledges that there are existing conduits, wires, piping and equipment installed in the parking garage, within, and passing through the Government Secure Parking Area. The Government agrees not to disturb or alter existing or future conduits, wires and piping without advanced written approval from the Lessor.

- G. The Government acknowledges that the Lessor currently operates, and will continue to operate, an automated access and revenue control system in the building parking garage, and agrees that the Government's equipment must operate as "nested parking areas" within this system. The Government agrees to use the Lessor's parking control system to enter and exit the building parking garage, and to be subject to any anti-pass back policies and nested area time restrictions that Lessor may reasonably implement, and change from time to time. The Government agrees to abide by reasonable rules and regulations of the parking garage as determined by Lessor provided written copies of such rules and regulations are provided to the Government from time to time.
- H. The Government agrees that Government/Government employee vehicles will be assigned their own building garage and Government Secure Parking Area access control cards. Access control cards assigned to the specific vehicles will be used solely for garage access for the assigned vehicle. The number of access cards available for Government and Government employees at any one time shall be 433.
- I. The Lessor may require the Government to move or relocate the Equipment during the term of the Lease at Lessor's sole cost and expense provided the total number of parking spaces is not reduced by more than 40 spaces (inclusive of parking spaces that are used by the Equipment) and provided that the reduction does not include any spaces under the footprint of the building located at 1215 South Clark Street, Arlington, VA. In the event the total number of parking spaces in the Government Secure Parking Area is reduced as a result of the rights granted in this paragraph, the total monthly parking rent will be reduced by the then per month per space rate multiplied times the number of spaces reduced and such reduction shall be memorialized in a subsequent Lease Amendment.
- J. The Government shall remove the Equipment at the expiration or earlier termination of the Lease at the Government's sole cost. The Government shall restore Government Secure Parking Area to the condition prior to this agreement, including removing the Equipment, and patching any areas damaged by the removal of the Equipment.
- K. In addition to the other provisions of this LA, the Government agrees to cooperate with Lessor, the owners of the buildings known as 1235 South Clark Street (aka Crystal Gateway One), 1225 South Clark Street (aka Crystal Gateway Two) and 200 12th Street (aka Crystal Gateway Four) and their tenants should a current or prospective tenant or tenants in one or more of such buildings require as a condition of its/their lease(s) that such tenant(s) have a right to implement security measures for the parking garages or portions thereof serving one or more of such other buildings, which measures could include, but are not limited to, limitation on the number of parking entrances, limitation of parking to authorized individuals, vehicle screening and vehicle barriers to protect pedestrian and vehicle access points. Such cooperation shall include, but not be limited to, the Government's agreement that employees and vehicles of the agency occupying 1215 South Clark Street shall pass through the vehicle screening checkpoints of any other US Government agency that may occupy space in one or more of such other buildings if such vehicle screening checkpoints for any such Government agency are located closer to the entrances to the parking garages than the location of the Equipment. At the request of Lessor, the Government further agrees to move or relocate the Equipment while this agreement is in effect, at the sole cost of the Lessor, to accommodate such security measures as may be required by such other tenant(s) so long as the total number of parking spaces in the Government Secure Parking Area is not reduced by more than 40 spaces (inclusive of parking spaces that are used by the Equipment) and provided that the reduction does not include any spaces under the footprint of the building located at 1215 South Clark Street, Arlington, VA. In the event the total number of parking

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spaces in Government Secure Parking Area is reduced as a result of the rights granted in this paragraph, including spaces used by the Equipment), the total monthly cost will be reduced by the then per month per space rate multiplied times the number of spaces reduced and such reduction shall be memorialized in a subsequent Lease Amendment.

- L. The rights granted to Lessor in Paragraphs I and K are independent and may be exercised independently or together at the Lessor's sole discretion. Lessor agrees not to reduce the total number of spaces in the Government Secure Parking Area by more than 80 spaces by use of the rights granted in Paragraphs I and K or for such reduction to include any spaces under the footprint of the building located at 1215 South Clark Street, Arlington, VA. If the number of spaces under lease exclusive of the 8 surface parking spaces fall below 416 as a result of the aforesaid, the Government shall be entitled to purchase permits for unreserved parking spaces outside the Government's Secure Parking Area such that the total number of space in the Government Secure Parking Area and the total number of permit for unreserved parking purchased by the Government is equal to or less than 416.

End of Lease Amendment

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