

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-11P-LVA12662
ADDRESS OF PREMISES One Skyline Tower 5107 Leesburg Pike Falls Church, VA 22043-3260	PDN Number: NA

THIS AMENDMENT is made and entered into 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 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. This Lease Amendment (LA) is hereby issued to reflect the leasing by the Government of an additional 8,271 rentable square feet (RSF)/6,839 ANSI/BOMA Office Area Square Feet (BOASF) of office space at One Skyline Tower, 5107 Leesburg Pike, Falls Church, VA 22043-3260 and hereafter known as the "Short-Term Expansion Space." The Short-Term Expansion Space consists of Suite 1802 and is further described on the floor plan attached as "Exhibit A." The Government has hereby increased the space under lease from 169,131 RSF/148,364 ABOASF to 177,402 RSF/155,203 BOASF.
2. Lease Term: The lease term as it relates to the Short-Term Expansion Space shall commence September 16, 2016 and it shall expire on September 15, 2017, unless the Government exercises the Option to Extend.
3. Annual Rent: The annual rent for the Short-Term Expansion Space shall be \$246,393.09 (\$29.79/RSF), thereby increasing the annual rent payable pursuant to the Lease effective September 16, 2016, from \$5,073,930.00 to

This LA contains Exhibit A

FOR THE LESSOR: CESC SKYLINE LLC

Signature: _____
 Name: _____
 Title: Executive Vice President
 Entity Name: CESC Skyline LLC
 Date: August 5, 2016

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: SEP 06 2016

WITNESSED

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: August 5, 2016

\$5,320,323.09, payable at a rate of \$443,360.26 per month in arrears. The Short-Term Expansion Space affects the components of the annual rent by the following:

- a) Operating Cost / CPI Adjustment: The operating cost adjustment due under the Lease on September 16, 2016 shall not incorporate the Short-Term Expansion Space and shall continue to use the Operating Cost Base as set forth by Paragraph 1.15 of the Lease. In the event the Government exercises its Option to Extend, the operating cost adjustment due September 16, 2017 shall incorporate the Short-Term Expansion Space. For purposes of calculating that adjustment, the Base Operating Cost as set forth in the Lease shall be increased by \$48,716.19 (\$5.89/RSF) from \$996,181.59 (\$5.89/RSF) to \$1,044,897.78 (\$5.89/RSF).
- b) Percentage of Occupancy: The Government's percentage of occupancy shall increase from 31.01% to 32.53%, derived by calculating the Premises of 177,402 RSF by the total building of 545,422 RSF. The Real Estate Tax base to be established under the Original Lease shall remain the same.
- 4. Improvement Allowance and Acceptance of Premises: The annual rent applicable to the Short-Term Expansion Space as set forth in Paragraph 3 above does not include a tenant improvement allowance. The Government hereby accepts the entire Premises "as is."
- 5. Brokerage Commission: The annual rent applicable to the Short-Term Expansion Space set forth in Paragraph 3 above does not include a brokerage commission payable to the Government or to any broker acting on behalf of the Government.
- 6. Option to Extend: Provided that the Government is not then in default at the time Government gives notice or at the time the extension becomes effective, the Government shall have the option to extend the term for the Short-Term Expansion Space for [REDACTED] periods on the same terms as set forth herein, by notifying Lessor in writing at least six (6) months prior to the expiration of the then-effective term (i.e., notice due [REDACTED] to exercise [REDACTED] option and notice due [REDACTED] to exercise [REDACTED] option).
- 7. Restate Terms After Expansion Term: At the expiration of the Short-Term Expansion Space term, or as extended by the option terms, another LA will memorialize all financial terms necessary to revert back to the original Lease square footage.
- 8. Lease: Except as stated above, all of the terms and conditions as set forth in the Lease shall continue to remain in full force and effect.

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.

INITIALS: MB & KJM
 LESSOR GOV'T