

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-11P-LVA12683
<b>ADDRESS OF PREMISES Commerce Executive V, 11440 Commerce Park Drive, Reston, Virginia 20191-1555</b>	

**THIS AMENDMENT** is made and entered into between Vornado/Charles E. Smith L.P

whose address is: c/o Vornado/Charles E. Smith, 2345 Crystal Drive, Suite #1100, Arlington, VA 22202-4811

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:

- Date of Substantial Completion: The Government hereby accepts as Substantially Complete the demised premises of 20,385 rentable square feet (RSF), yielding 17,149 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located in Suite 200 consisting of the entire 2<sup>nd</sup> floor of the Building. The Lease Term Commencement Date shall be October 9, 2015, and the lease shall expire October 8, 2020, subject to the renewal rights contained in the base lease.
- Annual Rent: Pursuant to the Lease Paragraph 1.03, the annual rent for the Firm Lease term shall be \$739,293.39, payable at the rate of \$61,607.78 per month in arrears.
- Percentage of Occupancy: Pursuant to Lease Paragraph 1.13, the Government's percentage of occupancy for real estate tax purposes shall remain unchanged at 12.28%.
- Base Operating Expenses: Pursuant to the Lease Paragraph 1.15, the Lessor's base rate for operating costs shall be \$7.88 per ABOA (or \$6.6290959039 per RSF) or \$135,134.12 per annum for the entire premises.

This Lease Amendment contains 2 page.

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

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

**FOR THE**



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Vice President  
Entity Name: CESC Commerce Executive Park LLC  
Date: 1/6/16

**FOR THE GOVERNMENT:**



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
GSA, Public Buildings Service,  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Admin Assistant - Office  
Date: 1/6/16

5. Tenant Improvement Allowance: Pursuant to Lease Paragraphs 1.03, and 1.08, the lease included a Lessor provided tenant improvement allowance in the amount of \$667,953.55. The Government utilized \$549,359.64 of the Tenant Improvement Allowance, resulting in \$118,593.91 of remaining unutilized Lessor provided tenant improvement allowance.
6. Building Specific Amortized Capital: Pursuant to Lease Paragraphs 1.03 and 1.11, the Government agrees and acknowledges that the Building Specific Amortized Capital allowance in the amount of \$102,894.00 has been fully utilized, and no money is owed the Government.
7. Rent Concessions: The Government shall be entitled to a total rent concession in the amount of [REDACTED] consisting of [REDACTED] as detailed in Lease Paragraph 1.04 plus \$118,593.91 of unutilized Tenant Improvement Allowance as detailed in this Lease Amendment No. 1, paragraph 5 above.

This document will not constitute a legal obligation until date of execution by the Government. This document shall not be construed as a waiver of any rights, benefits, or interests that the Government has under the Lease.

INITIALS:

  
LESSOR