

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1
TO LEASE NO. GS-02B-23910

DATE
4/24/12

ADDRESS OF PREMISES: One Penn Plaza, New York, N.Y.

THIS AGREEMENT, made and entered into as of April 24, 2012 (this "Agreement"), by and between One Penn Plaza LLC,

whose address is: c/o Vornado Office Management LLC
888 Seventh Avenue
New York, N.Y. 10019-0000
Attn: President- New York Office Division

hereinafter called Landlord, and the UNITED STATES OF AMERICA, hereinafter called the Government:

whose address is: General Services Administration
26 Federal Plaza, Room 16-100
New York, N.Y. 10278
Attn.: Walter Moldovan

WHEREAS, the parties hereto entered into that certain Agreement of Lease, No. GS-02B-23910, dated as of January 1, 2012 (the "Lease") which Lease covers the Government's leasing of (i) the entire tenth (10th) floor of the building known as and by the street address of One Penn Plaza, New York, New York (the "Building") consisting of approximately 58,929 rentable square feet, (ii) the entire eleventh (11th) floor of the Building consisting of approximately 58,919 rentable square feet and (iii) a portion of the seventh (7th) floor of the Building consisting of approximately 28,829 rentable square feet, in each case, as more particularly described in the Lease (collectively, the "Premises");

continued

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

Landlord: ONE PENN PLAZA, LLC

BY: Vornado

BY: Vornado

E

ork Office Division

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

Walter Moldovan, Contracting Officer

(Official Title)

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WHEREAS, the Lease superseded that certain Agreement of Lease, No. GS-02B-23178, dated as of September 17, 2001 (as theretofore amended, the "Prior Agreement") between Landlord and the Government which Prior Agreement covered the Government's leasing of the Premises prior to January 1, 2012 and obligated Landlord to cause Structure Tone Inc. ("Structure Tone") to perform those certain DFO Alterations (as defined in the Prior Agreement);

WHEREAS, the Government requested that Landlord cause Structure Tone to perform certain change order work, as more particularly set forth on Exhibit "A" attached hereto and made a part hereof (the "Change Order Work"), in connection with the DFO Alterations performed by Structure Tone pursuant to the terms of the Prior Agreement and Landlord caused Structure Tone to perform the Change Order Work; and

WHEREAS, the parties hereto desire to supplement the Lease to provide that the Government shall reimburse Landlord for the total cost of the Change Order Work performed under the Prior Agreement;

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective as of the date hereof, as follows:

- 1) All capitalized terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise defined herein.
- 2) Landlord and the Government hereby acknowledge and agree that (x) the DFO Alterations, as modified by the Change Order Work, were substantially complete (as defined in the Prior Agreement) prior to the date of the Lease, and (y) the total cost of the Change Order Work is an amount equal to Two Thousand Nineteen Dollars and No Cents (\$2,019.00).
- 3) Upon receipt of an invoice from the Landlord in the form required by the Lease, as amended hereby, the Government agrees to pay the Landlord an amount equal to Two Thousand Nineteen Dollars and No Cents (\$2,019.00) as payment in full for the Change Order Work performed by Structure Tone. The Government shall make such payment to Landlord in accordance with the Prompt Payment Clause of Exhibit "C" (General Clauses) of the Lease. Landlord shall submit an invoice directly to the GSA Finance Division on official company letterhead and must include the following payment identification information on the invoice: **PDN: PS0020624**. The address for the GSA Finance Division is as follows: GSA Finance Division (7BCP), 819 Taylor Street, Fort Worth, Texas 76102.

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Government

- 4) The Government represents and warrants to Landlord that its execution and delivery of this Agreement has been duly authorized and that the person executing this Agreement on behalf of the Government has been duly authorized to do so, and that no other action or approval is required with respect to this transaction.
- 5) The Lease, as amended by this Agreement, constitutes the entire understanding between the parties hereto with respect to the Premises thereunder and may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 6) This Agreement shall not be binding upon or enforceable against either the Government or Landlord unless, and until, the Government and Landlord, each in its own discretion, shall have executed and unconditionally delivered to the other an executed counterpart of this Agreement.
- 7) Except as modified by this Agreement, all covenants, agreements, terms and conditions of the Lease (including, without limitation, Section 37.2 thereof) shall remain in full force and effect and are hereby ratified and confirmed in all respects.
- 8) This Agreement may be executed in counterparts, it being understood that all such counterparts, taken together, shall constitute one and the same agreement.

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Lessor



Government

