

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 1
	TO LEASE NO. GS-11P-LVA12678
ADDRESS OF PREMISES 1215 SOUTH CLARK STREET ARLINGTON, VA 22202-4387	PDN Number: Not Applicable

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:

WHEREAS, the parties hereto desire to amend the above lease ("Lease") to confirm first floor design and construction responsibilities (as shown on Exhibit A), to adopt the design and construction schedule (as shown on Exhibit B) and confirm design and construction responsibilities for all unisex restrooms on all floors above the first floor (as shown on Exhibit C) on the following terms and conditions.

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 FULL EXECUTION of this Lease Amendment as follows:

- A. As depicted on the first floor layout attached hereto as Exhibit A and made a part hereof (the "First Floor Layout"), the Government will have exclusive secured access to the loading dock, loading dock corridors (including the corridor from the loading dock to the revolving door leading to the retail space located outside of the leased premises), and service elevator (all subject to the provisions of Paragraph B below). A single unisex restroom, as depicted on the First Floor Layout, shall be constructed, for the exclusive use of the Government, and paid for out of the Government's Tenant Improvement Allowance (TIA). Furthermore, as depicted on the First Floor Layout, the storage room directly adjacent to the single unisex restroom shall be used exclusively by the Lessor. Only cleared employees of the Lessor, cleared contractors and un-cleared contractors escorted by either cleared contractors or cleared employees of Lessor shall have access to the loading dock, the service corridor and the service elevator. The Lessor and the Government agree that no additional rentable or usable area shall be included in the space leased based on the exclusive use outlined above

This Lease Amendment contains 2 page. This LA also include 19 page of Exhibits (Exhibit A – 1 page; Exhibit B – 3 pages and Exhibit C – 15 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: CESC GATEWAY SQUARE LLC

FOR THE GOVERNMENT:

Signature: _____
 Name: Mitchell N. Schear
 Title: Executive Vice President

Signature: _____
 Name: Joel T. Berelson
 Title: Lease Contracting
 Officer

Date: 5/24/16

Date: GSA, Public Buildings Service
 JUN 01 2016

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Emily Castaldi
 Title: Manager, Executive Office
 Date: 5/24/16

- B. The Government agrees that notwithstanding the Government's control of the loading dock, corridors accessing the loading dock and the service elevators, the Lessor shall have access to such service corridors and loading dock, and the service elevator as herein provided. To use the loading dock, the Lessor shall request access to the loading dock and such use shall be under the supervision and control of the Government. Such requests shall be in writing or by email and if possible shall be made the day before access is required. To the extent the Lessor is requesting use of the loading dock on behalf of a building retail tenant, it shall only be for a special delivery (mechanical replacements, new appliances, new furniture and the like) and only if it is not practical to use their front door.
- C. Trash storage and collection shall not occur at the building loading dock by other than by the Government and by the Lessor for removal of materials and waste related to repairs or replacements made by Lessor or its contractors in the Government leased space or in common area or to Building systems serving the Government leased space.
- D. The Lessor and the Government hereby adopt the design and construction schedule attached to the Lease Amendment as Exhibit B. The parties acknowledge that each has allegations of delay by the other prior to the adoption of this LA. Notwithstanding the adoption of attached schedule (which is intended to be neutral with regard to the delay claims of each party), the parties hereby agree that all claims regarding delay are hereby preserved and in no way waived by this LA.
- E. As part of the design of the leased space, concerns were raised as to the number of restrooms and fixtures to be provided on each floor in accordance with the requirements of Section 3.39 of the Lease. The parties have agreed as to how Section 3.39 is to be interpreted and applied in this Lease as outlined below. Accordingly, as part of the build out of the leased space, the parties have agreed that the Lessor shall provide, in addition to the currently existing restrooms, one additional unisex restroom on each floor as shown by the floor plans attached hereto as Exhibit C, with the construction of such unisex restroom to be at the sole cost of the Lessor. The Government agrees that the unisex restroom on each floor shall be included in the Government's rentable and usable space. The Government agrees that the provision of the restrooms as shown on the attached floor plans shall be deemed to meet the required number of restrooms fixtures set forth in the Lease. Notwithstanding the foregoing, Lessor remains responsible to satisfy all other restroom requirements unrelated to the number of restrooms fixtures to be provided on each floor.
- F. The Government hereby accepts the existing lighting levels in the building garages in 1215 South Clark Street and 201 12th Street, Arlington, Virginia.
- G. The Government hereby agrees that in the case of an elevator trap or other elevator emergency in the Building, the Government will provide escorts for Lessor's elevator contractor to perform emergency repairs if Lessor's cleared staff are not immediately available to provide such escort.

INITIALS:


LESSOR

&


GOVT