

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 2

DATE  
4/11/13

TO LEASE NO. GS-02B-23910

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

**THIS AGREEMENT**, made and entered into as of April 11, 2013 (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 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 (10<sup>th</sup>) 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 (11<sup>th</sup>) floor of the Building consisting of approximately 58,919 rentable square feet and (iii) a portion of the seventh (7<sup>th</sup>) 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:

David R. Greenbaum, President - New York Division

(Title)  
IN PRESENCE OF

(Signature)

(Address)

UNITED STATES ADMINISTRATION

BY

Walter Moldovan, Contracting Officer

(Official Title)

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Lessor

Government

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[Signature]

**WHEREAS**, the Lease superseded that certain Agreement of Lease, No. GS-02B-23178, dated as of September 17, 2001 (as theretofore amended, the "Prior Agreement") between Landlord and the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 the Government to make payment to Landlord for operating expenses and additional electrical charges incurred by the Government; and

**WHEREAS**, the parties hereto desire to supplement the above Lease to provide for reimbursement to Landlord for certain actual operating expenses and certain additional electrical charges due pursuant to the terms of the Prior Lease, as more particularly described herein.

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

- 1) All capitalized terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise defined herein.
- 2) Pursuant to Section 27.4(D) of the Prior Agreement, the Government was obligated to pay tentative or estimated monthly operating expense escalations to Landlord based on the Landlord's estimated operating expenses for the Current Year (as defined in the Prior Agreement). At any time after the end of the Current Year, subject to and in accordance with the provisions of Section 27.4(E) of the Prior Agreement, Landlord shall reconcile the actual operating expenses for such Current Year. Landlord and the Government hereby acknowledge and agree that a reconciliation by Landlord of the actual operating expenses for the calendar year 2011 indicates that the Government owes Landlord a payment in the amount of Forty-Seven Thousand Nine Hundred Twenty -Three Dollars and Five Cents (\$47,923.05) (such amount, the "2011 Actual Operating Expense Payment"), as more particularly set forth in Attachment No. 1 to this Agreement.
- 3) Section 13.3(A) of the Prior Agreement, as amended by Paragraph 5 to SLA No. 7 of the Prior Agreement, provided that Landlord furnished electricity to the Seventh Floor Premises (as defined in the Prior Agreement) on a "rent-inclusion" basis in accordance with the terms and conditions of Section 13.3 of the Prior Agreement, that is there would be no separate charge to the Government for such electric current by way of measuring such electrical service on any meter and Paragraph 5 of SLA No. 7 provided that the rent for the Seventh Floor Premises included an annual charge of Eighty-Six Thousand Four Hundred Eighty-Seven Dollars and No Cents (\$86,487.00) which was the Electricity Inclusion Factor (as defined in the Prior Agreement) in effect as of the date of SLA No. 7. In the event that the Full Value (as defined in the Prior Agreement) exceeded the Electricity Inclusion Factor, Article 13 of the Prior Agreement provided that the Electricity Inclusion Factor and Seventh Floor Fixed Rent (as defined in the

2

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Prior Agreement) would be increased by such excess. Landlord and the Government hereby agree that (i) the Full Value during the period commencing on October 1, 2011 and ending on December 31, 2011 exceeded the Electricity Inclusion Factor by an amount equal to Eight Thousand Eight Hundred Thirty-Two Dollars and Thirty-Seven Cents (\$8,832.37) (such amount, the "Additional Electricity Payment") as more particularly set forth in Attachment No. 1 to this Agreement and (ii) notwithstanding the provisions of Article 13 of the Prior Agreement to the contrary, the Government shall pay the Additional Electricity Payment to Landlord subject to and in accordance with the terms of this Agreement. Accordingly, the Seventh Floor Fixed Rent was not increased by the amount of the Additional Electricity Payment.

- 4) The Government hereby agrees to pay Landlord a one-time lump-sum payment in an amount equal to Fifty-Six Thousand Seven Hundred Fifty-Five Dollars and Forty-Two Cents (\$56,755.42) which amount is equal to the sum of (x) the 2011 Actual Operating Expense Payment plus (y) the Additional Electricity Payment. The Government shall make such payment to Landlord in accordance with the Prompt Payment Clause of Exhibit "C" (General Clauses) of the Lease.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) This Agreement may be executed in counterparts, it being understood that all such counterparts, taken together, shall constitute one and the same agreement.

3

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