

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 3

DATE  
5/14/13

TO LEASE NO. GS-02B-23910

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

**THIS AGREEMENT**, made and entered into as of May 14, 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 "Original 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"), as amended by (i) a Supplemental Lease Agreement No. 1, dated April 24, 2012, and (ii) a Supplemental Lease Agreement No. 2, dated April 11, 2013 (the Original Lease, as so amended, the "Lease");

continued .....

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

**LANDLORD: ONE PENN PLAZA, LLC**

BY: Vornado Realty L

BY: Vornado Re

BY:

David R. Greenbaum, President – New York Division

(Title)

IN PRESENCE OF

(Signature)

(Address)

**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION**

BY

Walter Moldovan, Contracting Officer

(Official Title)

Lessor

Government

**WHEREAS**, under the terms and conditions of the Lease, Landlord has no responsibility for performing any Alterations (as such term is defined in the Lease) to the Premises for or on behalf of the Government;

**WHEREAS**, the Government has requested that Landlord perform certain Alterations to (i) furnish and install new tempered glass security doors located at each end of the common elevator corridor located on the tenth (10<sup>th</sup>) and eleventh (11<sup>th</sup>) floors of the Building, (ii) replace the existing metal security doors located at each end of the freight elevator lobby located on the tenth (10<sup>th</sup>) and eleventh (11<sup>th</sup>) floors of the Building, and (iii) perform certain electronic security installations in each common elevator corridor located on the tenth (10<sup>th</sup>) and eleventh (11<sup>th</sup>) floors of the Building, in each freight elevator lobby located on the tenth (10<sup>th</sup>) and eleventh (11<sup>th</sup>) floors of the Building and in certain portions of the office space located on the tenth (10<sup>th</sup>) and eleventh (11<sup>th</sup>) floors of the Building, in each case, as more particularly described in the Proposals (as hereinafter defined) and the Plans (as hereinafter defined) (the Alterations described in clauses (i), (ii) and (iii) hereof, collectively, the "Elevator and Security Alterations") on behalf of the Government at a cost of Two-Hundred Forty-Three Thousand Five Hundred Seventy-One Dollars and Seven Cents (\$243,571.07) which the Government shall pay subject to and in accordance with the terms hereof;

**WHEREAS**, the Government has requested that Landlord use commercially reasonable efforts to enter into a Purchase Order with Americon ("Americon") and Tyco Integrated Security ("Tyco") to perform the Elevator and Security Alterations, as the same are more particularly described on Exhibits "A", "B", "C" and "D" attached hereto and made a part hereof;

**WHEREAS**, the Government acknowledges that Landlord shall have the right to assign and transfer and may assign and transfer all of its right, title and interest in, to and under this Agreement (including Landlord's right to receive payment for the performance of the obligations hereunder), and delegate its duties and obligations under this Agreement (but excluding the performance of Landlord's duties and obligations under the Lease), to an affiliate, pursuant to an Assignment and Assumption between Landlord and such affiliate; and

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

- 1) All capitalized terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise defined herein.
- 2) Landlord shall use commercially reasonable efforts to enter into Purchase Orders with Americon and Tyco, to perform the Elevator and Security Alterations. A copy of the Americon cost proposal, dated February 14, 2013, in the amount of One Hundred Ninety Thousand Six Hundred Sixty-Five Dollars and No Cents (\$190,665.00) has been attached hereto as Exhibit "A" and made a part hereof (the

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"Americon Proposal"). A copy of the Tyco cost proposal, dated March 26, 2013, in the amount of Twenty-Five Thousand Seven Hundred Seventy-One Dollars and Two Cents (\$25,771.02) has been attached hereto as Exhibit "B" and made a part hereof (the "First Tyco Proposal"). A copy of the Tyco cost proposal, dated March 26, 2013, in the amount of Twenty-Seven Thousand One Hundred Thirty-Five Dollars and Five Cents (\$27,135.05) has been attached hereto as Exhibit "C" and made a part hereof (the "Second Tyco Proposal"; together with the First Tyco Proposal and the Americon Proposal, the "Proposals"). A copy of the architectural and engineering plans and specifications for the Elevator and Security Alterations has been attached hereto as Exhibit "D" and made a part hereof (the "Plans").

- 3) As used herein, the term "substantial completion" or "substantially complete" or words of similar import shall mean that the applicable work has been substantially completed in accordance with the applicable plans and specifications, if any, it being agreed that (i) such work shall be deemed substantially complete notwithstanding the fact that minor or insubstantial details of construction or demolition, mechanical adjustment or decorative items (such minor or insubstantial details of construction, mechanical adjustment or decorative items, "Punch List Items") remain to be performed, and (ii) with respect to the Elevator and Security Alterations, such work shall be deemed substantially complete only if the incomplete elements thereof do not materially interfere with the Government's use of the Elevator and Security Alterations. Landlord shall provide the Government at least five (5) Business Days' prior notice of the anticipated date of substantial completion of the Elevator and Security Alterations which notice may be provided by a designated representative of Landlord or its affiliate, as the case may be, to the attention of Walter Moldovan via electronic mail at [walter.moldovan@gsa.gov](mailto:walter.moldovan@gsa.gov). During the period following the Government's receipt of such notice, the Government shall have the opportunity to have a designated representative inspect the Elevator and Security Alterations and inform Landlord or its affiliate, as the case may be, of any Punch List Items.
- 4) The Government hereby acknowledges and agrees that Landlord has previously completed all work requirements, if any, under the Lease.
- 5) The Government shall make payments to Landlord or to Landlord, on behalf of its affiliate, as the case may be, in accordance with the Prompt Payment Clause of Exhibit "C" (General Clauses) of the Lease, which shall be collected by Landlord or collected by Landlord and directed to Landlord's affiliate, as the case may be.
- 6) Upon receipt of an invoice(s) from Landlord in proper form, together with reasonable supporting documentation for the charges set forth therein, the Government agrees to pay Landlord the amount of Two-Hundred Forty-Three Thousand Five Hundred Seventy-One Dollars and Seven Cents (\$243,571.07) for the Elevator and Security Alterations as payment in full (subject to the provision of Paragraph No. 8 hereof) for the Elevator and Security Alterations provided by Landlord in accordance with the attached Exhibits "A", "B", "C" and "D"; it being expressly understood that (i) the aforesaid amount includes Landlord's cost

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of Twenty-Nine Thousand Nine Hundred Thirty-Eight Dollars and No Cents (\$29,938.00) for soft costs inclusive of architectural and engineering services and filing fees, as such costs are more specifically set forth and included in the American Proposal and (ii) the aforesaid amount may be increased, subject to and in accordance with Paragraph No. 8 hereof. Landlord shall submit an invoice(s) directly to the GSA Finance Division on official company letterhead and must include the following payment identification number on the invoice: PDN:PS0026450. The address for the GSA Finance Division is as follows: GSA Finance Division (7BCP), 819 Taylor Street, Fort Worth, Texas 76102.

- 7) Along with Landlord's request for payment, Landlord, or Landlord through its affiliate, as the case may be, shall furnish the following certification to the Government as a condition for payment (however, if Landlord elects to delete statement (3) from the certification, the certification is still acceptable):

"Landlord [(or Landlord's affiliate (if applicable))] hereby certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance of the Elevator and Security Alterations in accordance with the construction drawings and specifications, and terms and conditions of the Lease, as modified by this Agreement; (2) Timely payments to subcontractors and suppliers shall be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and (3) This certification is not to be construed as final acceptance of the subcontractor's performance."

- 8) The Government and Landlord, without invalidating this Agreement, may order changes in the work comprising the Elevator and Security Alterations within the general scope of this Agreement consisting of additions, deletions or other revisions; it being understood that the cost for the Elevator and Security Alterations and the time to complete the Elevator and Security Alterations shall be adjusted accordingly. Such changes in the work comprising the Elevator and Security Alterations shall be authorized only by written change order signed by the Government, Landlord's or its affiliate's designated representative, as the case may be, and American or Tyco, or by a written construction change directive signed by the Government and Landlord or its affiliate, as the case may be. The additional cost or credit to the cost for the Elevator and Security Alterations from a change in the work comprising the Elevator and Security Alterations shall be set forth in the change order signed by the parties, or in the case of a construction change directive, by American's or Tyco's cost of labor, material, equipment and reasonable overhead and profit. In addition, the Government shall reimburse Landlord for any additional filing fees or permit costs which Landlord or its affiliate, as the case may be, incurs in connection with any such change order or construction change directive.
- 9) Landlord and/or its affiliate, as the case may be, shall use commercially reasonable efforts to complete their respective obligations in connection with the Elevator and Security Alterations, as outlined herein. No delay in such completion, nor failure to complete the Elevator and Security Alterations by any dates indicated on the approved construction schedule shall in any way affect the validity of the Lease, as

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