

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 4
TO LEASE NO. GS-02B-23910

DATE
1/6/14

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

THIS AGREEMENT, made and entered into as of November , 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 (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"), 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"), and Supplemental Lease Agreement No. 3, dated May 14, 2013;

continued

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

Landlord: ONE PENN PLAZA, LLC

BY: Vorna

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)

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Lessor


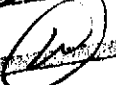
Government

WHEREAS, the parties hereto desire to supplement the above Lease to provide for reimbursement to Landlord for certain estimated 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 Lease, the Government is 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 Lease). Landlord and the Government hereby acknowledge and agree that the Government's tentative or estimated operating expenses for the calendar year 2013 are an amount equal to Sixty-Six Thousand and Five Hundred and Eighty-Two Dollars and Twenty-Four Cents (**\$66,582.24**) (such amount, the "2013 Estimated Operating Expense Payment", as more particularly set forth in Attachment No. 1 to this Agreement.
- 3) The Government hereby agrees to pay Landlord a one-time lump-sum payment in an amount equal to Sixty-Six Thousand and Five Hundred and Eighty-Two Dollars and Twenty-Four Cents (**\$66,582.24**), The Government shall make such payment to Landlord in accordance with the Prompt Payment Clause of Exhibit C (General Clauses) of the Lease.
- 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.

②

Lessor: 
Government: 

- 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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