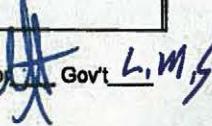
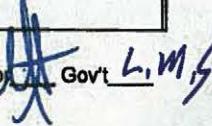


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 (Page 1 of 3)	DATE <i>4/3/2014</i>
TO LEASE NO. GS-11P-L12597		
ADDRESS OF PREMISES 5275 Leesburg Pike, Falls Church, Virginia 22041-3803		
THIS AGREEMENT , made and entered into this date by and between CESC Skyline 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.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:		
<ol style="list-style-type: none"> 1. <u>Lighting: Interior and Parking Shell & Lighting: Interior and Parking - Lease Paragraphs 3.45 & 5.18:</u> Pursuant to Paragraphs 3.45 and 5.18 of the Lease, and in order to facilitate receipt of a LEED EBO&M Silver designation, 50' Candles of lighting shall not be required throughout the Space. Lighting shall conform to the design set forth on the Design Intent Drawings approved by the Lessor and the Government for the initial build-out of the Space. In the event that either Lease Paragraph 3.45 or Lease Paragraph 5.18 conflicts with this paragraph 1, then this paragraph 1 shall govern. 2. <u>LEED - Paragraph 3.49(C) & Exhibit C (Paragraph "P"):</u> Pursuant to Paragraph 3.49(C) of the Lease and Exhibit C, the Lessor shall have up to 24 months after occupancy of the Space to obtain all required LEED certifications from the U.S. Green Building Council (USGBC). In the event that either Lease Paragraph 3.49(C) or Exhibit C, conflicts with this paragraph 2, then this paragraph 2 shall govern. 3. <u>Floor Coverings and Perimeters - Paragraph 5.11(D)(6):</u> Pursuant to Paragraph 5.11(D)(6) of the Lease angled tile carpet in the central open office areas planned for the initial build-out on floors 2 and 3, and the 1st floor Welcome Center shall not be required to meet a rating greater than 3.5 TARR. In the event that Lease paragraph 5.11(D)(6) conflicts with this paragraph 3, then this paragraph 3 shall govern. 4. <u>Generator Operations & Maintenance:</u> The Lessor shall allow the Government to utilize the Building's generators to provide emergency electrical service to the Main Distribution Frame electrical closet located on the 2nd floor north wing, and the Intermediate Distribution Frame closets located on the 1st floor north and west wings, the 2nd floor west wing and the 3rd floor north and west wings. The Government shall pay the Lessor with a Reimbursable Work Authorization (RWA) for the Government's annual proportionate share to operate and maintain the Building's generators in the amount of \$4,146.59 per year. The RWA payment from the Government shall be due and payable to the Lessor beginning on the 1st anniversary of the lease commencement, and every subsequent yearly anniversary thereafter. 5. <u>Light Emitting Diode (LED) Lighting Fixtures – Paragraph 6.07(L):</u> Throughout the entire fifteen (15) year lease term, the Lessor shall be responsible for the cost to repair, maintain and if necessary, replace LED fixtures and components within the Government's leased premises. 		
<u>Exhibit "D" Shall Be Amended As Follows:</u>		
<ol style="list-style-type: none"> 1. <u>Occupant/Visitor Screening & Visitor Control/Screening System (Exhibit D):</u> The screening of occupants and visitors to the Building by the Government pursuant to Exhibit D shall be limited solely to the Government's visitors. Non-Government visitors and non-Government employees shall not be subject to the screening process. The Government's security equipment shall be located in the main lobby of the Building in the location (as shown on Exhibit A, attached hereto). The Government shall not be permitted to install a hardline in the building's common areas. In the event that Exhibit D, or anything in the Lease or its Exhibits conflict with this paragraph 1, then this paragraph 1 shall govern. 2. <u>Occupancy/Visitor Screening Photo ID - Exhibit D:</u> The requirement of Exhibit D shall apply solely to Government Visitors and Government employees. Non-Government visitors and non-Government employees shall not be subject to the screening and photo ID requirements of Exhibit D. In the event that Exhibit D, or anything in the Lease or its Exhibits conflict with this paragraph 2, then this paragraph 2 shall govern. 		


 Lessor  Gov't *L, M, S*

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 (Page 2 of 3)	DATE
	TO LEASE NO. GS-11P-L12597	
ADDRESS OF PREMISES	5275 Leesburg Pike, Falls Church, Virginia 22041-3803	
<p>3. Control of Surface Parking Areas, Public Areas, and Building Entry Points - Exhibit D: Pursuant to Exhibit D, the Government shall not have security control over the Building's surface parking lots, public areas or building entry points. In the event that Exhibit D, or anything in the Lease or its Exhibits conflict with this paragraph 3, then this paragraph 3 shall govern.</p> <p>4. Perimeter Fencing – Exhibit D(4): Pursuant to Paragraph 4 on Exhibit D, the Government shall not have the right to install exterior perimeter fencing. In the event that Exhibit D, or anything in the Lease or its Exhibits conflict with this paragraph 4, then this paragraph 4 shall govern.</p> <p>4. Indoor Parking Lighting Levels: Pursuant to Lease Paragraph 3.45(C) and Paragraph J on Exhibit C, the Government shall accept the existing foot-candle interior lighting levels as is. Never the less, the Lessor shall be responsible throughout the fifteen (15) year lease term to continue to maintain, repair or replace the interior parking lighting in order to meet the existing foot-candle lighting levels.</p>		
<p>All other terms and conditions of this Lease not changed hereby shall remain in full force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
FOR THE LESSOR	FOR THE GOVERNMENT	
Signature: _____ Name: _____ Title: Executive Vice President Entity Name: CESC Skyline LLC Date: 03/31/14	Signature: _____ Name: Larry M. Sutton Title: Lease Contracting Officer GSA, PBS, NCR Date: 4/3/2014	
WITNESSED FOR THE LESSOR BY:		
Signature: _____ Name: _____ Title: Manager - EXECUTIVE OFFICE Date: March 31, 2014		


 Lessor Gov't L.M.S