

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICE

SUPPLEMENTAL LEASE AGREEMENT

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AGREEMENT

1

DATE

APR 19 2011

TO LEASE NO. GS-11B-02177

THIS AGREEMENT made and entered into this date by and between: **CESC Park Two L.L.C**
Whose address is: **c/o Vornado/Charles E Smith, 2345 Crystal Drive, Suite 1000, Arlington, Virginia, 22202**,
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the Standard Form 2 of the said Lease is amended, effective upon execution by the Government, as follows:

In accordance with paragraph 2 of the SF-2, and consistent with section 3.17 of the SFO, this SLA is to establish August 26, 2010, as the rent commencement date and date of Substantial Completion for the 5th floor portion of the leased premises, consisting of approximately 19,029 BRSF (15,552 BOASF), in 2121 Crystal Drive, located at 2121 Crystal Drive, Arlington, VA 22202. This is the first phase of acceptance in accordance with Clause 12 (Progressive Occupancy) of GSA Form 3517B included in the lease.

The rent for the 5th floor shall be calculated as follows: The Government shall pay the lessor annual rent of \$754,894.08 (\$48.54 per boASF X 15,552 boASF), at the rate of \$62,907.84 per month in arrears. The annual rent includes an operating cost base amount of \$113,996.16 (\$7.33 per boASF X 15,552 boASF), base year real estate taxes and \$62,208.00 to amortize the portion of the tenant improvement allowance utilized for improvements to the 5th floor in the amount of \$311,040.00 (\$20.00 / BOASF) at zero percent (0%) annual interest.

Pursuant to Clause 12 ("Progressive Occupancy") of GSA Form 3517B, the commencement date of the lease term and composite rent start date for the entire leased premises will be memorialized upon Substantial Completion of the Government's entire leased premises, and shall be the composite weighted average rent commencement date for the entire leased premises located on portions of the 5th, 6th and 8th floors.

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no moneys whatsoever are due under this agreement until thirty days after the date of execution."

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 above date.

LESSOR: CESC Park Two L.L.C.

BY Patrick J. Tyrrell
(Signature)

Patrick J. Tyrrell, Chief Operating Officer
(Title)

Date: 12/13/2010
IN THE PRESENCE OF (witnessed by)

Susan Soloduch
(Signature)

2345 Crystal Drive
Arlington, VA 22202
(Address)

UNITED STATES IN AMERICA

BY [Signature]

Contracting Officer, GSA
(Official Title)