

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement	Date:
	No. 12	MAY 22 2012
To Lease No.		GS-11B-01712

ADDRESS OF PREMISES 2200 Crystal Drive
Arlington, Virginia 22202-4801

THIS AGREEMENT, made and entered into this date by and between CESC Plaza Limited Partnership

Whose address is CESC Plaza Limited Partnership
c/o Charles E. Smith Real Estate Services L.P.
2345 Crystal Drive
Arlington, Virginia 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, effective upon execution by the Government, as follows:

This Supplemental Lease Agreement (SLA) is issued to reflect acceptance of expansion space acquired under SLA No. 4, (executed though never fully processed) effective July 15, 2008 with an annual rent of \$55,750.62 (\$32.66 per BOUSF/\$28.7671 per BRSF). The total area under this lease shall increase by 1,938 BOMA Office Rentable Square Feet (BRSF) yielding 1,707 BOMA Office Usable Square Feet (BOUSF) from 278,101 BRSF (245,000 BOASF) to 280,039 BRSF (246,707 BOUSF) of office space.

The Government and the Lessor acknowledge that the Lessor provided expansion space as mentioned in paragraph above from July 15, 2008 and the Government did not pay for this service. Therefore, the Lessor is entitled to one-time lump sum payment in the amount of \$214,370.19, for deficient rent for the period July 15, 2008 through April 30, 2012, inclusive of all CPI escalations through February 11, 2011. This amount does not include the CPI adjustment due effective February 11, 2012. (see attached showing CPI escalations each year + base rent through April 30, 2012.)

Effective May 1, 2012, the annual rent shall increase by \$56,761.56 (\$29.29 x 1,938) for the office space from \$8,177,372.58 to \$8,234,134.14 payable at the rate of \$686,177.85 per month in arrears. Additionally, effective May 1, 2012, the base for operating cost adjustments shall be increased by \$11,611.42 (\$5.99144 x 1,938 BRSF) from \$1,697,122.58 to \$1,708,734.00. This revised base shall be used to calculate the CPI adjustment effective February 12, 2012.

It is understood that only upon execution by the Government does this SLA become binding on both parties. As a result, no payment whatsoever is due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

All other terms and conditions of the base lease shall remain in full force and effect.

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

Patrick J. Tyrrell, Chief Operating Officer
(Name and Title)



Lease Contracting Officer, Lease Executions Division
(Official Title)