

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 TO LEASE NO. LVA02191	DATE APR 12 2012
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ADDRESS OF PREMISES **Crystal Mall 1
Arlington, VA 22203-3546**

THIS AGREEMENT, made and entered into this date by and between **CESC Mall, LLC**

whose address is: **CESC Mall, LLC
c/o Vornado Charles E. Smith, LP
2345 Crystal Drive
Suite 1000
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 covenant and agree that the said lease is hereby amended effective **10/2/2011** as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	Sept	2010		214.306
Corresponding Index	Sept	2011		223.688
Base Operating Cost Per Lease			\$	575,204.79
% Increase in CPI-W				0.043778522
Annual Increase In Operating Cost			\$	25,181.62

Effective **10/2/2011**, the annual rent is increased by **\$ 25,181.62**
 The new annual rent is **\$3,807,987.62** payable at the rate of **\$ 317,332.30** per month.

The rent shall be made payable to: **CESC Mall, LLC
c/o Vornado Charles E. Smith, LP
P.O. Box 642006
Pittsburgh, PA 15264-2006**

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 Mall, LLC**

BY _____ (Signature) _____ (Title)

IN THE PRESENCE OF

 (Signature) _____ (Address)

[Redacted Signature]
 Contracting Officer, GSA, NCR, PBS, REAG
 (Official Title)