

Address of Premises: 201 12th Street South
Arlington, VA 22202-4505

TO LEASE NUMBER: GS-11B-02219

THIS AGREEMENT, made and entered into this date by and between: CESC Crystal/Rosslyn L.L.C.

Whose address is: c/o Vornado/Charles E. Smith
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 mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:

This Supplemental Lease Agreement (SLA) is issued to reflect the Government's phased acceptance of space as substantially complete, to commence the term of this lease and to amend the lease to provide the Government with a rent credit of \$21,108.45 for the unused tenant improvement allowance (TIA). The Standard Form 2 (SF2) is amended as follows:

- Paragraph 2: The Government has agreed to accept the leased premises in two phases. Effective January 1, 2011, the Government shall accept as substantially complete Suite 607 consisting of 7,516 BRSF (5,986 BOASF), and effective May 10, 2011, the Government shall accept as substantially complete Suite 601 consisting of 7,912 BRSF (6,301 BOASF). Both suites shall be coterminous, and the term of this lease shall commence on January 1, 2011 and expire May 9, 2021 in accordance with the SF2.
- Paragraph 3: Effective January 1, 2011, the annual rent for Suite 607 shall be **\$307,560.68**, payable at the rate of \$25,630.06 per month in arrears. The annual rent includes operating expense rent of \$52,976.10 which includes a daytime cleaning premium of \$.70/BOASF (\$8.85 BOASF X 5,986 BOASF), real estate tax base, and tenant improvement amortization equal to \$2,394.40 (\$4.00 BOASF X 5,986 BOASF/10 years amortized at 0% interest). In accordance with the SF2, a rent credit of \$166,846.40 shall be applied until exhausted. Said credit of \$166,846.40 is the prorated share of Suite 607 to the total rent credit available [(7,516 BRSF + 15,428 BRSF) X \$342,483.54 rent credit as stipulated in Paragraph 3 of the SF2].

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 monies whatsoever are due under this agreement until thirty (30) days after the date of execution.

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

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

LESSOR: CESC Crystal/Rosslyn L.L.C., By: Vornado/Charles E. Smith L.P., its agent By: Vornado/Charles E. Smith Management L.L.C., its general partner

BY: _____
Date _____
IN T _____

(Signature)

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

2345 Crystal Drive, Ste 1000
Arlington, VA 22202
(Address)

UNITED STATES OF AMERICA
BY: _____

Contracting Officer, GSA, NCR, (WPRA)
(Official Title)

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Effective May 10, 2011, Suite 601 is accepted by the Government and expansion space of 7,912 BRSF (6,301 BOASF) shall be added to the original space increasing the amount of space under this lease to 15,428 BRSF (12,287 BOASF). Effective May 10, 2011, the new annual rental rate for the entire premises shall be increased to **\$631,306.06**, payable at the rate of \$52,608.84 per month in arrears. Said annual rent includes operating expense rent of \$108,739.95 which includes a daytime cleaning premium of \$.70/BOASF (\$8.85 BOASF X 12,287 BOASF), real estate tax base, and tenant improvement amortization equal to \$14,996.40 (\$4.00 BOASF X 5,986 BOASF ÷ 10 years) + (\$20.00 BOASF X 6,301 BOASF ÷ 10 years amortized at 0% interest). The Government shall be entitled to a further rent credit for Suite 601 consisting of \$175,637.14 being the prorated share of Suite 601 to the total rent credit available [(7,912 BRSF ÷ 15,428 BRSF) X \$342,483.54 rent credit as stipulated in Paragraph 3 of the SF2].

An additional rent credit of \$21,108.45 is due as a result of the unused portion of the total tenant improvement allowance funds available. The total tenant improvement allowance available for the combined Suites 607 and 601 was \$149,964.00 (\$4.00 BOASF X 5,986 BOASF for Suite 607) + (\$20.00 BOASF X 6,301 for Suite 601). Of that amount, a total of \$128,855.55 was used leaving a balance of \$21,108.45, which shall be taken as a rent credit and applied proportionately to each Suite based on TI used. **The total rent credit provided under this lease is \$363,591.99** (\$166,846.40 consisting of the prorated rent credit for Suite 607 + \$175,637.14 consisting of the prorated rent credit for Suite 601 + \$21,108.45 consisting of the unused portion of the tenant improvement allowance).

The Government is also entitled to a credit for rent paid under Lease No. GS-11B-01573 during the holdover period commencing on January 1, 2011.

3. Operating Expenses and Real Estate Tax Escalations: For the sole purposes of calculating operating expense and real estate tax escalations, the lease commencement date of January 1, 2011 shall be utilized for the entire premises.

Lessor



Government

