

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
1 (Page 1 of 2)

DATE
NOV 09 2012

TO LEASE NO.
GS-11B-12505

ADDRESS OF PREMISES 1901 South Bell Street
Arlington, VA 22202-4135

**THIS AGREEMENT, made and entered into this date by and between: CESC Mall L.L.C.
whose address is:**

c/o Vornado/Charles E. Smith L.P.
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 effective upon execution by the Government as follows:

This Supplemental Lease Agreement (SLA) is issued to establish the Lease start date and reflect acceptance by the Government of the premises covered by this Lease as substantially complete effective September 15, 2012.

- Premises:** The premises covered by this Lease consist of 15,046 BOMA Rentable Square Feet (BRSF) yielding 12,612 ANSI/BOMA Office Area Square Feet (ABOA), located on a portion of the ninth (9th) floor of the building at 1901 South Bell Street, Arlington Virginia 22202.
- Term:** The lease term shall be for ten (10) years beginning on September 15, 2012 and ending on September 14, 2022.
- Annual Rent:** Effective September 15, 2012, the Government shall pay the Lessor the annual rent of \$653,301.60 [\$51.80 per ABOA or \$43.42 per BRSF] payable at the rate of \$54,441.80 per month in arrears. Rent for a lesser period shall be prorated.
- Operating Costs:** For the purpose of adjustments required in Section 4.3 of SFO Number 9VA2439, the above annual rent includes an Operating Cost Base of \$107,075.88. The Operating Cost Base includes the cost for Lessor provided daytime cleaning services.
- Tenant Improvement Allowance:** The above annual rent includes the amount of \$53,071.30 to amortize, at the interest rate of zero (0%) percent, a Tenant Improvement Allowance [TIA] provided by the Lessor in the amount of \$530,712.96 [\$42.08 per ABOA]. This TIA was expended by the Government in its entirety.
- Real Estate Taxes:** For the purpose of adjustments required in Section 4.2 of the SFO, the Government's percentage of occupancy is 5.43%.

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, L.L.C.

BY 

(Signature)

Chief Operating Officer
(Title)
2345 Crystal Drive, Suite 1100
Arlington, VA 22202
(Address)

UNITED STATES OF AMERICA

BY 

Contracting Officer, GSA, PBS, NCR, Real Estate Division
(Official Title)

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7. **Broker Commission Credit:** Pursuant to Paragraph 3 of Standard Form 2, the Government is entitled to a commission credit in the total amount of [REDACTED]. This credit shall be applied in equal amounts of [REDACTED] each towards rent due for the first two (2) months of the Lease term as follows:

For the period of September 15, 2012 through October 14, 2012, the Government shall pay rent in the amount of [REDACTED] [\$54,441.80 rent per month reduced by [REDACTED] for the first installment of the commission credit].

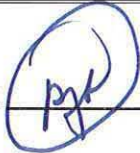
For the period of October 15, 2012 through November 14, 2012, the Government shall pay rent in the amount of [REDACTED] [\$54,441.80 rent per month reduced by [REDACTED] for the second installment of the commission credit].

Effective November 15, 2012, payment of rent shall resume at the regular rate of \$54,441.80 per month in arrears.

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

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

LESSOR



GOV'T

