

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

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DATE
NOV 15 2012

TO LEASE NO.
GS-11B-12506

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 commencement 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 25,849 BOMA Rentable Square Feet (BRSF) yielding 22,086 ANSI/BOMA Office Area Square Feet (ABOA), located on the entire second (2nd) floor of the building at 1901 South Bell Street, Arlington, Virginia.
- 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 \$1,146,925.98 [\$51.93 per ABOA] payable at the rate of \$95,577.17 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 No. 9VA2401, the above annual rent includes an Operating Cost Base of \$187,951.86. The Operating Cost Base includes the cost for Lessor provided daytime cleaning services.
- Tenant Improvement Allowance:** The above annual rent includes the amount of \$92,937.89 to amortize, at the interest rate of zero (0%) percent, a Tenant Improvement Allowance [TIA] provided by the Lessor in the amount of \$929,378.88 [\$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 9.33%.
- 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 towards rent due for the first two (2) months of the Lease term.

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 [REDACTED]
IN THE PRESENCE OF [REDACTED]
[REDACTED]
(Signature)

Chief Operating Officer

(Title)

2345 Crystal Drive, Suite 1100
Arlington, VA 22202

(Address)

UNITED STATES OF AMERICA

B [REDACTED]
[REDACTED]

Contracting Officer, GSA, PBS, NCR, Lease Executions Division
(Official Title)