

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT	DATE
	No. 1	4/18/2012
TO LEASE NO. GS-11B-12521		(Page 1 of 2)

1235 South Clark Street
Arlington, VA 22202-3296

THIS AGREEMENT, made and entered into this date by and between CESC GATEWAY ONE 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:

1. This Lease Amendment No. 1 is issued to establish a rent start date of January 8, 2012 with respect to the portion of the Leased Premises consisting of 40,319 RSF (yielding 33,079 ABOA SF) and comprising Suites 300 (9,059 RSF; 7,305 ABOA SF), 802 (11,702 RSF; 9,538 ABOA SF), and 901 (19,558 RSF; 16,236 ABOA SF).
2. Effective January 8, 2012, the Government shall pay the Lessor annual rent of \$1,614,914.77 (equivalent to \$40.053443 per RSF) for 40,319 RSF (yielding 33,079 ABOA SF) payable at a rate of \$134,576.23 per month in arrears.
3. Once the remainder of the Leased Premises consisting of 24,536 RSF (19,527 ABOA SF) and comprising the entirety of the 10th floor (Suite 1000) has been accepted by the Government as substantially complete, the parties will execute a separate Lease Amendment to establish the acceptance date of such space, to establish a composite lease and rent commencement date for the entire Leased Premises, and to establish the rent due for the entire Leased Premises in accordance with Section 1.03 of the Lease.
4. The operating cost base shall remain \$591,410.90 (\$9.118972 per RSF) for the entire lease. Effective January 8, 2012 with respect to the rent start portion (40,319 RSF yielding 33,079 ABOA SF) of the leased premises the operating expense will be \$367,667.83 (\$9.118972 RSF). The remaining operating expense amount is \$223,743.07 and will be applied to the remaining 24,536 RSF upon substantial completion, and will be addressed in another SLA.
5. Effective January 8, 2012, the Government's percentage of occupancy shall be 10.53 percent, based on occupancy of 40,319 RSF in a building that totals 382,876 RSF.

(continued on page 2)

All other terms and conditions of the original lease shall remain in full force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor: CESC GATEWAY ONE 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  _____ Chief Operating Officer
(Title)

IN THE PRESENCE OF (Witnessed by):
 _____ 2345 Crystal Drive
(Arlington, VA 22202)
(Signature) (Address)

UNITED STATES OF AMERICA
BY  _____ Lease Contracting Officer, GSA, NCR
(T.C.) (Official Title)

6. The total broker commission credit is \$102,702.00. The prorated portion of the broker commission credit will be \$51,351.00 and will be given in 2 equal monthly installments of \$25,675.50. The remaining commission credit is \$51,351.00, and will be applied to the remaining 24,536 RSF upon substantial completion, and will be addressed in another SLA.
7. The Building Specific Security charge will remain at \$0.128971 per RSF. The prorated total for the 40,319 RSF (yielding 33,079 ABOA SF) is \$5,199.98.

INITIALS:  & 
LESSOR _____ GOVERNMENT _____