

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:
JUNE 23, 2009

LEASE #GS-11B- 02085

THIS LEASE, made and entered into this date between **Fourth Crystal Park Associates Limited Partnership**

Whose address is: c/o Vornado/Charles E. Smith L.P.
2345 Crystal Drive
Suite 1000
Arlington, VA 22202

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately **15,785 ANSI BOMA Rentable Square Feet (BRSF)** being **13,358 ANSI BOMA Office Area Square Feet (BOASF)** consisting of a portion of the 1st floor in the building know as 2345 Crystal Drive, located at **2345 Crystal Drive, Arlington, VA 22202**, as cross hatched on the attached floor plan and made a part hereof.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 3.17 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$591,625.82 (\$37.4802547/BRSF or \$44.29/BOASF) at the rate of \$49,302.15 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$98,715.62 (\$6.2537612/BRSF or \$7.39/BOASF), base real estate taxes, and \$53,432.00 to amortize a tenant improvement allowance of \$267,160.00 (\$20.00 / BOASF) at zero percent (0%) annual interest. The Government shall be entitled to a rent credit in the amount of \$184,390.04 to be applied against the monthly fully serviced rental payment until exhausted. Rent checks shall be payable to **Fourth Crystal Park Associates Limited Partnership**, at the address shown below:

Fourth Crystal Park Associates Limited Partnership
c/o Vornado/Charles E. Smith L.P.
P.O. Box 642248
Pittsburgh, PA 15264-2248

4. ~~The government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. ~~This lease may be renewed at the option of the Government, for the following term and at the following rental:~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

- a) The lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto and made a part hereof. However except for the correction of the specific items noted in item #1 and items #3 through #19 in Rider #1, and notwithstanding anything to the contrary, the Lessor shall not be required to replace the building's existing fire alarm system. The fire alarm system shall be operable and in good condition throughout the term of the lease.

LESSOR

GOV'T

(rev. 12/01/2008)

- b) Tenant Improvements: The annual rent set forth in Paragraph 3 includes a tenant improvement allowance of \$20.00 per BOASF amortized at the annual interest rate of zero percent (0%). Tenant improvements financed by the Lessor in excess of \$20.00 per BOASF shall be amortized at the annual interest rate of seven percent (7%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$562,104.64 (\$42.08/BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment. Upon completion of the improvements by the Lessor and acceptance thereof by the Government, the cost of the tenant improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent to be paid by the Government.
- b) The Government's percentage of occupancy for real estate tax purposes shall be 3.11%, based on 15,785 BRSF / 507,604 BRSF, subject to confirmation of the total rentable area of the entire building.
- c) The HVAC Overtime rate shall be \$66 per hour. The HVAC Overtime rate shall be for the first year of the lease term, unless there is significant change in the market for these types of services. Thereafter, the HVAC Overtime rate shall be reviewed, but shall never exceed the market rate for such services. Said rate shall be solely for HVAC service. Additionally, if the rates decrease - the Government expects to receive the benefit of the lower costs for Overtime HVAC services. Overtime HVAC shall not require the services of an engineer or maintenance mechanic and the foregoing rate does not include the services of an engineer or maintenance mechanic during such overtime hours. In the event an engineer or maintenance mechanic is requested by the tenant, the rate of such will be negotiated.
- d) The general contractor's total fees for overhead and profit shall not exceed 6%, the total fees for general conditions shall not exceed 3% and the total fees for construction management/coordination fees shall not exceed 3%. Architectural and engineering fees, if any, shall not exceed \$2.50 / BOASF. Any such fees will be paid for out of the tenant improvement allowance.
- e) The Lessor shall not be required to pay any cooperating brokerage commission to the Government, or any broker acting on behalf of the Government, in connection with this lease.
- f) In the case of discrepancies between this SF-2, its riders and the remainder of this Lease, this SF-2 and its riders shall govern.

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 07-016, 48 pages
2. Solicitation Attachment #1, Rate Structure, 1 page
3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page.
4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
5. Solicitation Attachment #4, Fire and Life Safety Report, Including GSA Fire Protection Branch Review, 17 pages
6. Small Business Subcontracting Plan, 13 pages
7. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
8. GSA Form 3517, General Clauses, 33 pages
9. GSA Form 3518, Representations and Certifications, 8 pages
10. Floor Plans of Leased Area, 1 page
11. Rider #1 - Fire & Life Safety, 1 page
12. Rider #2 - Security Requirements, 1 page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

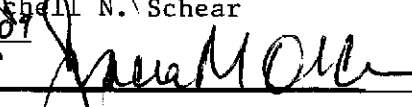
LESSOR: **Fourth Crystal Park Associates Limited Partnership**

BY: **DESC Park Four Manager L.L.C.**
General Partner

BY  Mitchell N. Schear

TITLE Mitchell N. Schear, Executive Vice President

Date 3/31/2007

IN PRESENCE OF 

ADDRESS 2345 Crystal Drive, Suite 1000, Arlington, Virginia 22202

UNITED STATES OF AMERICA

BY 

CONTRACTING OFFICER, GSA, NCR