

DATE OF LEASE JUN 30 2011

LEASE # GS-11B-02251

THIS LEASE made and entered into this date between: CESC Square L.L.C.

Whose address is: c/o Vornado/Charles E. Smith L.P.  
2345 Crystal Drive, Suite 1000  
Arlington, Virginia, 22202-4801

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 12,169 ANSI BOMA Rentable Square Feet (BRSF), being 10,360 ANSI/BOMA Office Area Square Feet (ABOA), of office and related space, located on the 9th floor, hereinafter referred to as suite 910, in the office building known as 1550 Crystal Drive, located at 1550 Crystal Drive, Arlington, Virginia 22202 - 4135, as shown on the un-shaded section of 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 a ten (10) Year Firm term beginning on the lease commencement date determined in accordance with section 5.12 "Construction Schedule and Acceptance of Tenant Improvement" of the SFO, and ending ten (10) years later.

3. The Government shall pay the Lessor a total annual rent of \$560,990.32 (\$52.45/ABOA + \$17,608.32 parking) at the rate of \$46,749.19 per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$78,114.40 (\$7.54/ABOA), base real estate taxes, 4 (four) reserved parking permits at a monthly rate of \$366.84 per space and \$36,332.52 to amortize a tenant improvement allowance of \$363,325.20 (\$35.07/ABOA) at zero percent (0%) annual interest. The operating cost base includes the daytime cleaning premium of \$0.67 per ABOA SF. The Government shall be entitled to a rent credit in the amount of \$336,625.75 to be applied against the monthly fully serviced rental payment until exhausted. Payment of CPI adjustments to operating costs and adjustments for real estate taxes shall be made by the Government in accordance with SFO # 11-VA\_Amended 01. Rent checks shall be made payable to: CESC Square L.L.C., c/o Vornado/Charles E. Smith L.P. P.O. Box 642006, Pittsburg, PA 15264-2006.

4. (Intentionally deleted)

5. (Intentionally deleted)

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) FIRE & LIFE SAFETY: Prior to commencement of the Lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of the completed Fire Protection & Life Safety Evaluation Report (SFO Attachment #4) prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of Attachment #4 which are set forth in Rider No.2 attached hereto.

b) TENANT IMPROVEMENTS: The annual rental rate recited in paragraph 3 includes an amortized Tenant Improvement Allowance (TIA) of \$363,325.20 (\$35.07/ ABOA x 10,360 ABOA). The TIA is amortized in the rent at an annual interest rate of zero percent (0%) per annum over the firm term of the lease. Tenant improvements financed by the Lessor above \$35.07 / ABOA and up to \$42.08/BOASF shall be amortized at ten percent (10%) annual interest. Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$435,948.80 (\$42.08/ABOA SF) 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. The Government reserves the right to convert any unused portion of this allowance to additional rental abatement or to reduce the annual rent as set forth in Paragraph 3; any such action thus taken shall be memorialized by SLA along with the amortization payment amount and revised rent.

LESSOR

GOV'T

- c) PERCENTAGE OF OCCUPANCY: The Government's percentage of occupancy for real estate tax purposes shall be 2.65% based on 12,169 RSF / 45,148 RSF, subject to confirmation of the total demised area of the building.
- d) DAILY OPERATIONS: Pursuant to paragraph 7.3 of the SFO: services, utilities and maintenance shall be provided daily, extending from 7:00 AM to 6:00 PM, except Saturdays, Sundays and Federal holidays. The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$70.00/hour for the first year of the lease only. Thereafter the rate for overtime HVAC services shall be negotiated between the parties. The foregoing rate does not include the services of an engineer or other on-site staff which is not required for the provision of overtime HVAC services. In the event that the Government and another tenant request simultaneous overtime service, the applicable overtime charge shall be pro-rated over the square footage of each such tenant for the simultaneous hours requested. In the event that an engineer or maintenance mechanic is requested by the tenant, the rate for said services shall be negotiated. If requested by the Government, the Lessor shall provide documentation, including but not limited to, an inventory of the equipment operated to provide overtime HVAC, past utility bills and other pertinent information as requested in support of the overtime HVAC rate.
- e). DAYTIME CLEANING: The Lessor shall cause all cleaning within the Government's demised area to be performed between 8:30 am and 4:30 pm, Monday through Friday, except for Federal holidays.
- f) PARKING: The Lessor shall provide four (4) reserved parking space permits to the Government at the rate of \$366.84 per-space per-month, or \$17,608.32.
- g) 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 \$4.77 per ABOA SF for the included \$35.07/ABOA SF of TI. Any such fees will be paid out of the tenant improvements allowance.
- h) 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.
- i) In the event of a discrepancy between the terms of this SF-2 and its attachments, and the SFO and its attachments, the terms of this SF-2 and its attachments shall govern.

7. The following are attached and made a part hereof:
- 1) SOLICITATION FOR OFFERS (SFO) #11-VA\_Amended 01, 56 PAGES
  - 2) SECURITY RIDER # 1, 1 PAGE
  - 3) FIRE & LIFE SAFETY RIDER # 2, 4 PAGES
  - 4) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
  - 5) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
  - 6) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
  - 7) ATTACHMENT # 4, FIRE AND LIFE SAFETY REPORT, 21 PAGES
  - 8) SMALL BUSINESS SUBCONTRACTING PLAN, 13 PAGES
  - 9) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
  - 10) GSA FORM 1364 & THE ATTACHMENT, 3 PAGES
  - 11) GSA FORM 3517B GENERAL CLAUSES, 33 PAGES
  - 12) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
  - 13) FLOOR PLAN "EXHIBIT A" 1 PAGE

IN WITNESS WHEREOF, the undersigned do hereby certify that they have hereunto subscribed their names as of the date first above written.

LESSOR:

[Redacted Signature]

Title: Executive Vice President

DATE:

05/11/11

IN PRESENCE OF:

[Redacted Name]

Address 2345 Crystal Drive, suite 1000, Arlington, Virginia 22202.

UNITED STATES OF AMERICA

BY

[Redacted Signature]

TITLE

CONTRACTING OFFICER, GSA, NCR,

STANDARD

FEBRUARY 1965 EDITION