

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: JUNE 22, 2011 Lease No. GS-11B-02271

THIS LEASE, made and entered into this date by and between Third 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 15,228 BOMA Rentable Square Feet (BRSF) yielding 12,562 ANSI/BOMA Office Area square feet (ABOASF) consisting of a portion of the fifth (5th) floor in the building known as 2231 Crystal Drive, located at 2231 Crystal Drive Arlington, VA 22202, hereinafter referred to as the Leased Premises, to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT. (See floor plans of leased premises included in Attachment B).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for five (5) Years Firm commencing on the commencement date determined in accordance with section 5.11 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later .

3. The Government shall pay the Lessor annual rent of \$636,378.12 (\$41.79/BRSF, \$50.65898/ABOASF) at the rate of \$53,031.51 per month in arrears for Years 1-5. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$93,043.08 (\$6.11/BRSF, \$7.40671/ABOASF), and base year real estate taxes. A tenant improvement allowance is not included in the annual rent. The Government shall be entitled to a Commission Credit of [REDACTED]. The rent credit shall be applied against the monthly fully serviced rental payment until exhausted. The operating cost base includes the daytime cleaning premium of \$0.56 per rsf / \$0.68 per aboasf. Rent checks shall be made payable to: Third Crystal Park Associates, Limited Partnership, c/o Vornado/Charles E. Smith L.P., P.O. Box 642006, Pittsburg, PA 15264-2006 or in accordance with the provision for electronic payment of funds.

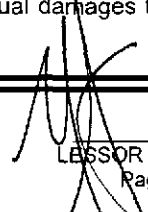
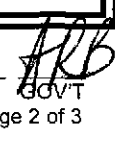
4. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO, and its Attachments are included as a component of the rent.

In accordance with Paragraph 2.6 "Broker Commission and Commission Credit" of the Lease, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the lease value of the firm lease term. The total amount of the commission is [REDACTED]. In accordance with the "Brokerage Commission and Commission Credit" paragraph, Jones Lang LaSalle has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] and shall be provided to the Government in the form of a rent credit as set forth in Paragraph 3 of this Standard Form 2. The Lessor agrees to pay Jones Lang LaSalle the Commission less the Commission Credit in the lump sum amount of [REDACTED] which shall be due to Jones Lang LaSalle as follows: one-half (1/2) upon the Government's execution of the lease, and one-half (1/2) upon the earlier of the Government's occupancy of the Leased Premises or the Commencement Date of the lease. Commission payments shall be paid within 30 days of the Lessor's receipt of an invoice.

B. A tenant improvement allowance is not included in the annual rent. If however tenant improvements are required, the Lessor shall provide to the Government, at the Government's request, a tenant improvement allowance of up to \$528,608.96 (\$42.08/ABOASF X 12,562 ABOASF), and the amount so used by the Government shall be financed by the Lessor at the interest rate of zero percent (0%), and shall be repaid to the Lessor by the Government over the term of this Lease in addition to the rent stipulated in Paragraph 3 of this Standard Form 2.

- C. In connection with the buildout of tenant improvements, the following limits on markups, fees and design costs shall apply, and shall be calculated as a percentage of the cost of the Government's improvements, regardless as to whether the improvements are paid lump sum by the Government or financed by the Lessor. General Conditions shall not exceed 5%, the General Contractor's Fees shall not exceed 2.5%, the Lessor's Project Management Fees shall not exceed 4%. The A/E Fees shall not exceed 3%. The combined total of the foregoing markups shall not exceed 14.5%. These markups and fees are all subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement. For purposes of Paragraph 4.2 of the SFO, as of the date hereof, the Government's percentage of occupancy is 3.25%, based upon occupancy of 15,228 BRSF in a building 468,314 BRSF. Evidence of payment of taxes shall be furnished as provided by Paragraph 4.2 C and D of the SFO.
- D. For purposes of Paragraph 4.3 "Operating Costs" of the SFO, as of the date hereof, the operating cost base is \$93,043.08.
- E. Pursuant to Paragraph 4.5 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF-2, services, utilities and maintenance shall be provided daily, extending from 7:00 am to 5:00 pm, Monday through Friday, with Saturdays, Sundays and federal holidays excluded ("Normal Hours"). The cost for Overtime beyond the above referenced Normal Hours shall be agreed to by the Lessor and Government at a later date, and shall reflect the Lessor's actual cost associated with providing the additional hours of HVAC service beyond the normal building hours set forth in Paragraph 4.5 of the SFO. 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. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than Normal Hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- F. The adjustment to the rent for space previously occupied by the Government and then vacated is \$1.00 per BRSF.
- G. In the event of a conflict between this SF-2 and any other documents that comprise the Lease, the SF-2 shall govern.
5. Construction Delays: Delays by the city or county in issuance of a building permit after the Lessor has applied for a permit with all due diligence and delays by city or county inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be considered excusable delay. Owner agrees to provide the Government a copy of the application for permit. Delays caused by the Lessor to receive long lead items requested by the Government shall be considered excusable delay provided that the Lessor has ordered such items in a timely manner. Lessor, if requested by the Government, must provide necessary document related to purchase of long lead items. Should either the Government or Lessor fail to discharge their responsibilities as defined within the Construction Schedule, SFO Paragraph 5.11, and as amended in Paragraphs 7(i) and 9 below, then such shall constitute "delay". Notwithstanding anything to the contrary in SFO Paragraph 5.11(B)(1), for the purpose of calculating delay, the construction schedule shall use the applicable durations set forth in SFO Paragraph 5.11 (as modified by paragraphs 7, 8, and 9 below, and shall commence upon the Government's execution of the Lease. With the Government's cooperation and provision of space programming needs, the Lessor shall commence space planning prior to execution of the Lease by the Government, but such early commencement shall in no way affect the calculation of delays by either party which shall only be determined in accordance with the prior sentence. The Government shall provide its space programming needs to the Lessor no later than ten (10) days after execution of this lease. Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delays shall equal the total number of days of net delay. Net delay shall be attributable to the party having caused the greater number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate. If Government delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Each day of Lessor Delay will be provided as a day of free rent and continuing for the number of days of Lessor delay as defined herein. The Government agrees to accept the tenant improvements on the date they are substantially complete even if such date is earlier than the projected acceptance date determined in accordance with the construction schedule established pursuant to the second sentence of this paragraph.
6. Liquidated Damages: SFO Paragraph 5.7 shall be deleted in its entirety, and the following shall govern: "In the event of Lessor Delay as defined in Paragraph 6 of this GSA Form SF-2, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of one (1) day's rent for each and every calendar day of Lessor Delay. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor's delay."

 
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7. Design Intent Drawings – SFO Paragraph 5.11(B)(1): The SFO shall be amended to include the following: (i) "Within 5 working days of lease award, the Government shall provide all documentation/information for Landlord to begin DID's. Landlord will have up to 5 working days to prepare and submit a design proposal to GSA for purposes of awarding design services. The Government shall have 5 working days to review and award the cost for design services, at which time the construction schedule shall commence". (ii) "Subject to the Government's cooperation, and if the space programming needs of the Government have been provided to the Lessor, the Lessor shall commence space planning prior to the Government's execution of the lease."
8. Modifications to the Design Intent Drawings: Should the Government require that modifications be made to the Lessor's Design Intent Drawings before Government approval can be granted, the Government shall state such in writing to the Lessor and the Lessor shall have 5 working days to cure all noted defects before returning the Design Intent Drawings to the Government for subsequent review. Subject to the Lessor making all of the Government's original requested modifications, should the Government request any additional modifications to the Design Intent Drawings, then the duration of the delay shall be deemed a Government delay.
9. Modifications to Working/Construction Drawings: Should the Government require that modifications be made to the Lessor's provided working drawings before Notice to Proceed is Issued, the Government shall state such in writing to the Lessor and the Lessor shall have 5 working days to cure all noted defects before returning the Working Construction Drawings to the Government for subsequent review. Contingent upon Lessor making all of the Government's original requested modifications, should the Government request any further modifications to be made, the duration of the delay shall be deemed a Government's delay.
10. Above Standard Utility Costs: The Government shall be responsible for all utility costs associated with above building standard office equipment including but not limited to above supplemental HVAC systems.
11. SFO Paragraph 3.4(8)(A)(i) "LEED Credits – Water Efficiency": Notwithstanding anything to the contrary in the SFO or the LEED Score Card, the Lessor's obligation to meet the 30% reduction in water use shall be limited retrofitting the 5th floor bathrooms with water efficient toilets, urinals and low flow faucets.
12. Ceiling Height: Notwithstanding anything to the contrary, pursuant SFO paragraph 6.7, the clear ceiling height shall be no less than 8'4".
13. The following are attached and made a part hereof:
 - A. Solicitation for Offers No. OVA2099 dated July 26, 2010 (54 pages)
 - B. Floor Plan (1 Page)
 - C. GSA Form 1217 titled Lessor's Annual Cost Statement (1 page)
 - D. GSA Form 3517B titled GENERAL CLAUSES (33 pages)
 - E. GSA Form 3518 titled REPRESENTATIONS AND CERTIFICATIONS (7 pages)
 - F. Rider Number 1, Fire Protection and Life Safety Findings and Recommendations (3 Pages)
 - G. SF 3881 – ACH Form (1 Page)
 - H. Fire Safety Report (21 pages)

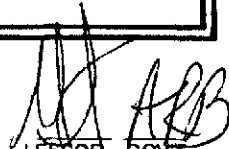
IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names as of the date first above written.

LESSOR: _____ Associates Limited Partnership
 BY: CESO _____

BY: _____ TITLE: Mitchell N. Schear, Executive Vice President

IN PRESENCE OF: _____ ADDRESS 2345 Crystal Drive, Suite 1000, Arlington, VA 22202

_____ CONTRACTING OFFICER, GSA, NCR


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