

LEASE NO. GS-11B-12542

Standard Lease
GSA FORM L201C (January 2012)

This Lease is made and entered into between

CESC Crystal/Rosslyn LLC

("the Lessor"), whose principal place of business is c/o Vornado/Charles E. Smith L.P., 2345 Crystal Drive, Suite 1000, Arlington, VA 22202, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at **201 12th Street, Arlington, VA 22202-3296**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning June 6, 2012 and continuing for a period of **10 Years, 10 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties have hereunto set their hands and seals, and have hereunto signed their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date hereof, and the Lease to the Lessor.

FOR THE

Name: _____
Title: _____
Date: _____

Name: TC Harstow
Title: Lease Contracting Officer
Date: 9/4/12

Name: Michele M. Wileman
Title: Manager - Executive Office
Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 85,904 rentable square feet (RSF), yielding 70,285 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 24.10 percent, consisting of 85,583 RSF of office space located on a portion of floors 1 and 2 and the entirety of floor 3, and known as Suites 100 (21,103 RSF; 17,184 ABOA SF), 203 (21,114 RSF; 16,812 ABOA SF), and 300 (43,366 RSF; 34,968 ABOA SF), respectively, and 1,321 RSF (1,321 ABOA SF) of storage space located on a portion of the penthouse and known as Suites PH14, PH15, PH16, and PH17 of the Building, as depicted on the floor plans attached hereto as Exhibit A.

This Lease replaces portions of Lease No. GS-11B-80654, which expires on June 5, 2012. Specifically, this Lease replaces the portions of the leased premises under Lease No. GS-11B-80654 consisting of Suite 100 (formerly 19,230 RSF, 17,170 USF; remeasured as 21,103 RSF, 17,184 ABOA SF), Suite 203 (formerly 18,837 RSF, 16,819 USF; remeasured as 21,114 RSF, 16,812 ABOA SF), and the portion of the 3rd floor formerly known as Suite 303 (formerly 19,421 RSF, 17,340 USF; remeasured as 21,739 RSF, 17,529 ABOA SF). This lease replaces a portion of Lease No. GS-11B-80660 consisting of the portion of the 3rd floor formerly known as Suite 300 (formerly 5,566 RSF, 4,970 USF; remeasured as 6,124 RSF; 4,938 ABOA SF), which has been terminated by the Government effective June 5, 2012. The remaining portions of Lease No. GS-11B-80660, which are not included in the Premises under this replacement Lease, have been terminated by the Government effective September 30, 2012; however, the full service rent for approximately 8,011 RSF, 7,153 USF on the 4th floor and approximately 1,632 RSF, 1,457 USF on the 5th floor under GS-11B-80660, currently occupied by the intended backfill tenant for the Premises under this Replacement Lease, shall be completely abated for the period from June 6, 2012, through September 30, 2012. This lease replaces a portion of former Lease No. GS-11B-01836 consisting of the portion of the 3rd floor formerly known as Suite 300A (formerly 14,086 RSF, 12,468 USF; remeasured as 15,503 RSF; 12,501 ABOA SF), which has been terminated by the Government effective June 5, 2012. The remaining portion of the premises leased under GS-11B-01836, consisting of Suite 514 (formerly 2,296 RSF, 2,032 USF), which is not included in the Premises under this Lease, has been terminated by the Government effective September 30, 2012; however, the full service rent for such remaining Premises shall be completely abated during the period from June 6, 2012, through September 30, 2012.

1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 3 outside surface parking spaces reserved for the exclusive use of the Government and 2 unreserved, in-and-out parking spaces in the building's on-site structured parking garage, which spaces shall be available for use by official government vehicles. In addition, Lessor shall provide the Government and its employees the right to purchase additional permits for unreserved parking in the garage of the building as set forth in Section 1.03(G) below. The building shall have parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

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1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. Effective June 6, 2012, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates for 86,904 RSF, consisting of 85,583 RSF of office space and 1,321 RSF of storage space, together with three (3) reserved and two (2) unreserved parking spaces:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$2,552,257.87	\$29.37	\$NA	\$NA
TENANT IMPROVEMENTS RENT ¹	\$ 0.00	\$0.00 ³	\$ NA	\$NA ³
OPERATING COSTS	\$ 610,066.08	\$7.02	\$ NA	\$NA
BUILDING SPECIFIC SECURITY ²	\$ 16,930.70	\$0.19 ³	\$ NA	\$NA ³
TOTAL ANNUAL RENT	\$3,179,254.65,	\$36.58	\$NA	\$NA

¹The Tenant Improvement Allowance is amortized at a rate of 0 percent per annum over 10 years.
²Building Specific Security Costs are amortized at a rate of 0 percent per annum over 10 years.
³Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 70,285 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease. Notwithstanding the foregoing, above-standard utilities, maintenance, repair, replacement or other services for Government-owned equipment in the Premises, including but not limited to any existing or future HVAC equipment for areas of the Premises requiring spot heating or cooling or which operate for extended hours beyond normal building hours, shall be provided by the Lessor at the expense of the Government.

G. During the term of the Lease, the Government, including Government employees occupying the leased premises, may purchase individual permits separate and apart from the rental due under Paragraph 1.03(A) hereof for up to 137 parking permits in the on-site structured parking garage at annual rates of \$1,980 (\$165 per month) per unreserved permit and \$3,960 (\$330 per month) per reserved space permit. Commencing on the first anniversary of the Lease, and every anniversary thereafter, the foregoing parking rates shall escalate at market.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. Studloy, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission, will be payable to Studloy, Inc. with the remaining [redacted], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$264,937.89 minus prorated commission credit of [redacted] equals [redacted] adjusted 1st Month's Rent.

Month 2 Rental Payment \$264,937.89 minus prorated commission credit of [redacted] equals [redacted] adjusted 2nd Month's Rent.

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1.05 INTENTIONALLY DELETED

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	4	A
INTENTIONALLY OMITTED	NA	B
AGENCY-SPECIFIC REQUIREMENTS	NA	C
SECURITY REQUIREMENTS	4	D
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	E
GSA FORM 3517B GENERAL CLAUSES	48	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	G
SMALL BUSINESS SUBCONTRACTING PLAN	17	H
SECURITY UNIT PRICE LIST	2	I
FIRE PROTECTION AND LIFE SAFETY REPORT AND RIDER #1	26	J
PRE-LEASE SECURITY PLAN AND RIDER #2	20	K
SEISMIC CERTIFICATION	4	L
PROJECT SCHEDULE	1	M

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$0.00 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 0 percent. In addition, the Government shall be entitled, but not obligated, at its sole discretion and at any time within one year following lease award, to increase the foregoing Tenant Improvement Allowance by an additional amount of up to \$42.08/ABOA SF of office space (i.e., exclusive of the 1,321 ABOA SF of storage space) for a total Tenant Improvement Allowance of up to \$42.08/ABOA SF of office space, and the Total Annual Rent shall be increased to amortize the additional amount over the remaining firm term of this Lease at an annual interest rate of 0 percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unamortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the lease paragraph entitled "Acceptance of Space and Certificate of Occupancy;" or
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)

For pricing TI Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF CONSTRUCTION COSTS)	\$3.55'
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	3%
GENERAL CONTRACTOR'S OVERHEAD AND PROFIT	6%

GENERAL CONTRACTOR'S GENERAL CONDITIONS	3%
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¹Architectural/Engineering fees of \$3.55 per ABOA SF assume that the Lessor is responsible for the cost of DIDs and that the Government is responsible for the cost of CDs. The fee applies to full renovation projects. The fee shall be adjusted downward on a project-by-project basis to reflect reduced scopes of work.

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 25.38 percent. The percentage of occupancy is derived by dividing the total Government space of 86,904 RSF by the total building space of 342,470 RSF. (NOTE: the office space of 85,583 RSF constitutes 24.99 percent of the building, while the unoccupied storage space of 1,321 RSF constitutes 0.39 percent of the building.)

The real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease shall be the real estate taxes paid for calendar year 2012.

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$7.02 per rentable sq. ft (\$610,066.08/annum).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

In accordance with the section entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.00 per ABOA SF of space vacated by the Government or \$1.20 per ABOA SF if all leased space on a floor is vacated.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

- \$44.95¹ per hour per zone
- No. of zones: 1
- \$ 44.95¹ per hour for the entire space.

¹Monday through Sunday. The overtime rate quoted does not include the services of an engineer or maintenance mechanic during overtime hours. In the event an engineer or maintenance mechanic is requested by the Government, the rate of such labor costs shall be negotiated. The overtime rate quoted shall be subject to annual adjustment in the same manner as base operating costs as set forth in Lease Section 2.08. In the event that the Government and another tenant of the building (including another Government tenant) request simultaneous overtime service, the applicable overtime charge shall be pro-rated over the square footage of each tenant for the simultaneous hours requested.

1.15 24-HOUR HVAC REQUIREMENT AND SPOT HEATING AND COOLING (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the premises, such services shall be submetered at the Government's sole cost and expense and paid by the Government separate and apart from the rental rate set forth in Clause 1.03 above. In addition to the foregoing, utilities for areas of the Premises requiring spot heating or cooling shall be submetered at the Government's sole cost and expense and paid by the Government separate and apart from the rental rate set forth in Clause 1.03 above.

1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space except as otherwise provided in this Lease and its attachments:

- A. All base building improvements required to meet the requirements of this Lease, including but not limited to all common area alterations and improvements and alterations and improvements required to re-demise the leased premises in accordance with the floor plans attached hereto as Attachment A.
- B. Corrections identified in the attached Fire Protection and Life Safety Report and Rider.
- C. Earn the ENERGY STAR® Label within 18 months after occupancy by the Government, or as soon thereafter as the building is eligible for Energy Star consideration per Lease Clause 3.16.

LESSOR:  GOVERNMENT: 