

DATE OF LEASE: OCT 23 2010

LEASE #GS-11B- 02218

THIS LEASE, made and entered into this date between: CESC Skyline LLC

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 37,282 ANSI BOMA Rentable Square Feet (BRSF), being 31,819 ANSI BOMA Office Area Square Feet (BOASF), consisting of 6,926 BRSF (5,639 BOASF) on a portion of the 5th floor (Suite 505) and 30,356 BRSF (26,180 BOASF) on the 6th floor (Suite 600), in the building known as Four Skyline Place, located at 5113 Leesburg Pike, Falls Church, VA 22041-3257, as crosshatched on the attached floor plans 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 \$1,517,766.30 (\$40.7104313/BRSF or \$47.70 /BOASF) at the rate of \$126,480.53 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$232,278.70 (\$6.2303176/BRSF or \$7.30 /BOASF), base real estate taxes, and \$127,276.00 to amortize a tenant improvement allowance of \$636,380.00 (\$20.00 /BOASF) at zero percent (0%) annual interest. The Government shall be entitled to a rent credit in the amount of \$473,037.16 to be applied against the monthly fully serviced rental payment until exhausted. Rent checks shall be payable to CESC Skyline LLC, at the address shown below:

CESC Skyline LLC.
c/o Vornado/Charles E. Smith L.P.
P.O. Box 642035
Pittsburgh, PA 15264-2035

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.~~

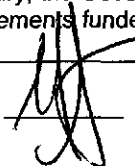
5. ~~This lease may be renewed at the option of the Government, for the following term and at the following rental:~~

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.

a) Prior to Government occupancy, 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.

b) Tenant Improvements: The cost of improvements, if any, shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent (if applicable). In the event that the total cost of tenant improvements is greater or less than \$20.00 /BOASF, the rent shall be adjusted accordingly. In the event that the total cost of the tenant improvements is less than \$20.00 /BOASF, the Government shall take a rent credit for the amount not used by the Government. Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of ten percent (10%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$1,338,943.52 (\$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.

Lessor



Gov't



- c) The Government's percentage of occupancy for real estate tax purposes shall be 13.745124%, based on 37,282 RSF / 271,238 RSF, subject to confirmation of the total rentable area of the entire building.
- d) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. The general contractor's total fees for overhead and profit shall not exceed 6% and the general contractor's fees for general conditions shall not exceed 3%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 3% and architecture & engineering fees, if any, shall not exceed \$4.86/BOASF. Any such fees will be paid for out of the T/I Allowance.
- e) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$62.72 per hour. 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.
- f) 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.
- g) In the event of a discrepancy between the terms of this SF-2 and the SFO and its attachments, the terms of this SF-2 shall control.
- h) The Government shall be responsible for all costs if any associated with above standard HVAC.
- i) The Leased Premises consists of Suite 505 and Suite 600, which shall each be delivered as separate phases. Suite 600 is immediately available for commencement of tenant construction. Suite 505 is temporarily occupied by another tenant, and will be made available for commencement of construction of the Government's tenant improvements on January 1, 2011. Suite 505 and Suite 600 will be constructed as separate phases in accordance with Attachment 2, however the Lessor shall not be required to commence construction on Suite 505 until the later of (i) the Lessor's receipt of a Notice to Proceed with Construction from the Government or (ii) January 1, 2011. Pursuant to Paragraph 2 of this Standard Form 2, rent commencement shall be determined upon substantial completion of Lessor's work in accordance with this Lease in both Suite 505 and Suite 600 and acceptance of the space by the Government. The lease commencement date and rent start date for the entire premises shall be the weighted average date of substantial completion and acceptance of the two suites, subject however to adjustment pursuant to the terms of the SFO to account for delays with respect to each suite caused by Lessor and the Government, but in no event shall Lessor's failure to commence tenant construction prior to January 1, 2011 in Suite 505 be deemed a delay by Lessor.
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, 19 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, 32 pages
 9. GSA Form 3518, Representations and Certifications, 7 pages
 10. Floor Plans of Leased Area, 2 pages
 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:

BY: Vor

BY: Vo

BY: V

BY _____

TITLE: President - Vornado/Charles E. Smith, Washington DC
Office Division

DATE: 10/11/10

ADDRESS: 2345 Crystal Drive, Suite 1000, Arlington, VA 22202

CONTRACTING OFFICER, GSA, NCR