

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE ("Second Amendment") is made this ____ day of July 2009, by and between 1101 WILSON OWNER, LLC, a Delaware limited liability company ("Landlord"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic ("Tenant").

W I T N E S S E T H:

WHEREAS, by that certain Deed of Lease dated November 20, 2008 (the "Original Lease"), as amended by that certain First Amendment to Deed of Lease dated June 29, 2009 (the "First Amendment") (the Original Lease as amended by the First Amendment is hereinafter referred to as the "Lease"), Landlord leased to Tenant, and Tenant leased from Landlord, approximately 53,826 square feet of area as shown on Exhibit A attached to the Original Lease and the Terrace Area (as defined in the Original Lease) (collectively, the "Demised Premises") in the building located at 1101 Wilson Boulevard, Arlington, Virginia (the "Building"), upon the terms and conditions more specifically set forth therein; and

WHEREAS, Landlord and Tenant wish to amend and modify the terms and conditions of the Lease, upon the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. FMV Rental Rate. Section 1.BB(2) of the Original Lease (captioned "FMV Rental Rate") is hereby amended by deleting all of the existing language thereof and by inserting the following language in lieu thereof:

"(2) *FMV Rental Rate*: The aggregate fair market rental rate for the Restricted Space, the Unrestricted Space, and the Bonus Space, as agreed to by the parties or determined pursuant to the Three Broker Method set forth in Section 46 of this Lease, based upon the rent for Comparable Space in the Market Area taking into account, among all other factors deemed relevant under the Uniform Standard Professional Appraisal Practices (the 'USPAP') (a) Tenant's use (or its subtenant's, licensee's or assignee's use, as applicable) of the Restricted Space, the Unrestricted Space and the Bonus Space, as applicable, and (b) the fact that Tenant is obligated to pay Tenant's Share of Operating Expenses and Tenant's Share of Real Estate Tax Expenses in the manner provided in Section 5 hereof (which the parties acknowledge does not reflect a 'full service' lease)."

3. Default Rate. The Original Lease is hereby further amended by inserting a new Section 1.JJ, to read as follows: "JJ. *Default Rate*: The rate of twelve percent (12%) per annum."

4. Base Rent. Section 4.A of the Original Lease (captioned "Base Rent") is hereby amended by deleting all of the existing language thereof and by inserting the following language in lieu thereof:

"There shall be no Base Rent due and payable by Tenant with respect to the Initial Term. If Tenant exercises the Renewal Option pursuant to Section 46 of this Lease, then there shall also be no Base Rent due and payable by Tenant for the period commencing on the first day of the Renewal Term and concluding on the day preceding the fifteenth (15th) anniversary of the date (the "Rent Abatement Calculation Date") which is the earlier to occur of (i) the issuance of the first certificate of occupancy for any portion of the Demised Premises which certificate of occupancy authorizes Tenant to use such portion of the Demised Premises for the permitted uses under this Lease,

or (ii) August 1, 2010. Base Rent for the remainder of the Renewal Term after the fifteenth (15th) anniversary of the Rent Abatement Calculation Date shall be as established pursuant to Section 46. Upon the occurrence of the Rent Abatement Calculation Date, the parties hereto shall execute and deliver a declaration in the form attached hereto and made a part hereof as Exhibit B-1, which declaration shall confirm the Rent Abatement Calculation Date and the fifteenth (15th) anniversary of the Rent Abatement Calculation Date. The failure of either party to execute and deliver such declaration shall not in any manner effect the determination of the Rent Abatement Calculation Date otherwise established by the terms of this Section 4.A and such failure shall not constitute a default under this Lease."

5. Covenant of Sufficient Equity. Section 15 of the Original Lease (captioned "Covenant of Sufficient Equity; Limitation on Liability; Liability for Consequential Damages") is hereby amended by deleting all of the existing language thereof and by inserting the following language in lieu thereof:

"A. Landlord hereby covenants that at all times during the first twelve (12) Lease Years of the Initial Term, Landlord shall maintain an equity interest in the Building and the Land in excess of the amount of any debt secured by the Building or the Land or any interest therein of a value equal to at least one hundred fifty percent (150%) (the "Minimum Equity Interest") of the balance of the remaining abated rent as provided in the schedule of Base Rental Revenue for the Demised Premises attached hereto and made a part hereof as Exhibit E (the "Abated Rent Schedule"), based upon the then fair market value of the Building and the Land. (For example, if the then balance of the remaining abated rent is Four Million Dollars (\$4,000,000.00), then the Minimum Equity Interest shall be Six Million Dollars (\$6,000,000.00).

B. In order to demonstrate its compliance with the foregoing covenant of Minimum Equity Interest, Landlord shall deliver to Tenant a Debt Certification (as defined in Section 22.A below), executed by Landlord within sixty (60) days after Tenant's written request made by Tenant from time to time during the Term; provided, however, Tenant shall not be entitled to request a Debt Certification from Landlord more than once during any consecutive twenty-four (24) month period during the Term. In the event that any Debt Certification provided does not demonstrate Landlord's compliance with the covenant of Minimum Equity Interest,

Landlord shall, within one hundred twenty (120) days after Landlord's receipt of Tenant's request for such Debt Certification, provide Tenant with Landlord Security (as hereinafter defined) in an amount equal to (1) the amount of the then applicable Minimum Equity Interest, less (2) the amount of Landlord's then actual equity interest in the Building and the Land in excess of the amount of any debt secured by the Building or the Land or any interest therein (the "Equity Interest Shortfall"). (For example, if the then Minimum Equity Interest is Six Million Dollars (\$6,000,000.00) and the fair market value of the Building and the Land is only Five Million Dollars (\$5,000,000.00) greater than the total amount of the debt maintained by Landlord (as demonstrated by the Debt Certification), then the Equity Interest Shortfall shall be One Million Dollars (\$1,000,000.00) and Landlord shall provide Tenant with One Million Dollars (\$1,000,000.00) of Landlord Security.) Tenant shall be entitled to draw upon the Landlord Security in the event that Landlord fails to timely pay Tenant the balance of the remaining abated rent as provided in the Abated Rent Schedule pursuant to the terms of this Lease. For purposes of this Lease, the term "Landlord Security" shall mean either (i) a clean, unconditional, irrevocable standby letter of credit meeting the following terms and conditions: (a) in form and substance satisfactory to Tenant in its sole but reasonable discretion, (b) at all times in the stated face amount equal to the Equity Interest Shortfall, (c) issued by a commercial bank acceptable to Tenant and located in the Washington, D.C. metropolitan area for the account of Landlord, (d) made payable to Tenant, (e) payable at sight upon presentation to a Washington, D.C. metropolitan branch of the issuer, (f) of a term not less than one year, and shall on its face state that the same shall be renewed automatically, without the need for any further written notice or amendment, for successive minimum one-year periods, unless the issuer notifies Tenant in writing, at least sixty (60) days prior to the expiration date thereof, that the issuer has elected to not renew the letter of credit (in which case Tenant, as beneficiary under the letter of credit, shall have the right to draw on the letter of credit), and (g) at least thirty (30) days prior to the then-current expiration date of such letter of credit, either (I) renewed (or automatically and unconditionally extended) from time to time through the sixtieth (60th) day after the expiration of the twelfth (12th) Lease Year of the Initial Term, or (II) replaced by Landlord with a substitute letter of credit meeting the requirements of this Section, in the full amount of the Equity Interest Shortfall; or, at Tenant's option, (ii) a cash deposit in the amount of the Equity Interest Shortfall posted with an independent escrow agent, acceptable to Tenant in its sole but reasonable

discretion, pursuant to the terms of an escrow agreement entered into by Landlord, Tenant and such approved escrow agent in form and substance acceptable to Tenant in its sole but reasonable discretion. In the event that Landlord fails to provide a Debt Certification by the first day of a Lease Year, the Equity Interest Shortfall shall be deemed to be the entire amount of the then applicable Minimum Equity Interest, and Landlord shall provide Tenant with Landlord Security in the amount of such Minimum Equity Interest.

C. So long as Landlord maintains the Minimum Equity Interest, it is expressly understood and agreed that, barring Landlord's fraud or a fraudulent conveyance, the total liability of Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant hereunder and/or Tenant's use of the Demised Premises, shall be limited to the estate of Landlord in the Building and the Land, including without limitation, insurance proceeds in connection therewith and any and all condemnation awards or settlement amounts or sales proceeds arising from any condemnation proceeding or sale in lieu of condemnation. In no event shall Landlord be liable for consequential damages. No other property or assets of Landlord or any partner or owner of Landlord shall be subject to levy, execution, or other enforcement proceedings or other judicial process for the satisfaction of any judgment or any other right or remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant hereunder and/or Tenant's use of the Demised Premises.

D. Notwithstanding any other provision of this Lease, in no event shall Tenant or any Tenant Transferee be liable for consequential damages, except such as become payable as a result of Tenant's or a Tenant Transferee's failure to perform its obligations under Section 21 hereof, subject to the terms of such Section. Without limiting the foregoing, in no event shall Tenant or any Tenant Transferee be liable for consequential damages in connection with any failure to perform its obligations under Section 39 hereof."

6. Fire and Other Casualty. Section 16 of the Original Lease (captioned "Fire and other Casualty") is hereby amended by deleting therefrom the last sentence of Section 16.D in its entirety and inserting the following language in lieu thereof:

"If Landlord timely pays the remaining abated rent as aforesaid, and this Lease is terminated either (y) by Tenant pursuant to the terms of Section 16.B above, or (z)

by Landlord pursuant to the terms of Section 16.B(a)(i), Section 16.B(a)(ii) or Section 16.B(b), then Landlord may exercise the Conversion Option pursuant to Section 45 below; provided, however, that if Landlord exercises the Conversion Option after the termination of this Lease pursuant to the terms of Section 16.B(a)(i) or Section 16.B(a)(ii), Landlord shall be entitled to exercise the Conversion Option without the necessity of making the Conversion Option Payment (as such term is defined in Section 45 hereof)."

7. Landlord's Remedies Upon Tenant's Default. Section 19.B(b) of the Original Lease (captioned "Landlord's Remedies Upon Tenant's Default") is hereby amended by deleting all of the existing language thereof and by inserting the following language in lieu thereof:

"(b) If Landlord elects to terminate this Lease in connection with a Default as aforesaid, everything contained in this Lease on the part of Landlord to be done shall cease, without prejudice to Landlord's right to recover from Tenant all Rent, as set forth in Sections 19.C and 19.D. If Landlord elects to reenter pursuant to Section 19.B(a)(1), Landlord may terminate this Lease, or, from time to time without terminating this Lease, may relet all or any part of the Demised Premises as the agent of Tenant, for such term, at such rental and upon such other provisions as Landlord deems acceptable, with the right to make any alterations and repairs to the Demised Premises that Landlord deems appropriate, at Tenant's expense. No such reentry or taking of possession of the Demised Premises shall be construed as an election to terminate this Lease, unless notice of such intention is given pursuant to Section 19.B(a)(2), or unless termination is decreed by a court of competent jurisdiction at the instance of Landlord. Landlord shall in no event be under any obligation to relet any part of the Demised Premises."

8. Conversion Option as Remedy. Section 19.K of the Original Lease (captioned "Conversion Option as Remedy; Payment of Abated Rent") is hereby deleted in its entirety and the following language is inserted in lieu thereof:

"K. *Conversion to Unrestricted Use:* If it is finally determined by a court of competent jurisdiction that Tenant is in Default under Section 19.A(1) hereof or Tenant is in Default with respect to the provisions of Section 6 of this Lease, then, after the date upon which such judicial order becomes unappealable (*i.e.*, the timeframe for filing

appeals has expired, without an appeal having been filed, or if an appeal has been filed, such appeal and the underlying case has been finally ended), and Landlord terminates this Lease based on such Default, then Landlord may exercise the Conversion Option pursuant to Section 45 below; provided, however, that if Landlord exercises the Conversion Option pursuant to the terms of this Section 19.K, Landlord shall be entitled to exercise the Conversion Option without the necessity of making the Conversion Option Payment. If Landlord elects to so exercise the Conversion Option pursuant to the terms of this Section 19.K, then exercise of the Conversion Option shall be Landlord's sole and exclusive remedy for any damages, other monetary recovery of whatever nature, or other legal relief for such particular Default by Tenant under this Lease arising prior to exercise of the Conversion Option. Notwithstanding anything contained in this Lease to the contrary, from and after the date on which Landlord's exercise of the Conversion Option becomes effective, Tenant shall pay Base Rent to Landlord for the entire Demised Premises as determined by the process described within Section 46 below for so long as Tenant remains in possession of the Demised Premises pursuant to the terms of this Lease.

In the event that Landlord terminates this Lease because of a Default on the part of Tenant which is other than a Default with respect to which Landlord is entitled to exercise the Conversion Option in accordance with the immediately preceding paragraph of this Section 19.K, Landlord shall be entitled to all damages for Tenant's Default as are available under Section 19.C hereof."

9. Tenant's Remedies Upon Landlord's Default. Section 19.M of the Original Lease (captioned "Tenant's Remedies Upon Landlord Default") is hereby amended by inserting the following language at the end of the first paragraph thereof:

"In the event that Landlord timely pays the remaining abated rent as aforesaid, Landlord may exercise the Conversion Option pursuant to Section 45 below, which exercise shall include the payment by Landlord of the Conversion Option Payment."

10. Holding Over. Section 21.A of the Original Lease (captioned "Holding Over") is hereby deleted in its entirety and the following language is inserted in lieu thereof:

"Upon the Expiration Date or earlier termination of this Lease, Tenant, at Tenant's sole cost and expense, shall peacefully vacate and surrender the Demised Premises. The foregoing notwithstanding, in the event that Tenant shall not immediately surrender the Demised Premises on the Expiration Date or on the expiration of the Renewal Term, as applicable, or on the earlier termination of this Lease, Tenant shall, by virtue of this Section of this Lease, become a tenant at sufferance and hereby agrees to pay to Landlord as holdover rent for each month or portion thereof of such holdover occupancy ("Holdover Rent") an amount computed as follows: (i) for any holdover after the termination of this Lease that occurs prior to the original Expiration Date, Base Rent equal to one twelfth ($\frac{1}{12}^{\text{th}}$) of an amount (1) for each month of the first three (3) months of such a holdover, equal to one hundred seventy-five percent (175%), and (2) for each month of any holdover after such first three (3) months of such a holdover, equal to two hundred percent (200%), of the amount of the abated rent as shown in the Abated Rent Schedule attached as Exhibit E applicable to the Lease Year in which such holdover occurs; (ii) for any holdover immediately following the original Expiration Date, Base Rent equal to one twelfth ($\frac{1}{12}^{\text{th}}$) of an amount equal to two hundred percent (200%) of the amount of the abated rent for Lease Year 10 as shown in the Abated Rent Schedule attached as Exhibit E; and (iii) for any holdover after the termination of this Lease that occurs after the commencement of the Renewal Term, Base Rent equal to one-twelfth ($\frac{1}{12}^{\text{th}}$) of an amount (1) for each month of the first three (3) months of such a holdover, equal to one hundred fifty percent (150%), and (2) for each month of any holdover after such first three (3) months of such a holdover, equal to two hundred percent (200%), of the amount of annual Base Rent in effect for the last full month of the Term. In addition to the foregoing, Holdover Rent for each month or portion thereof of such holdover occupancy shall also include, under all circumstances, the one-twelfth ($\frac{1}{12}^{\text{th}}$) payment of the then estimated annual Additional Rent pursuant to Section 5 of this Lease. Such tenancy at sufferance shall be subject to all of the conditions and covenants of this Lease, and shall commence with the first day next after the expiration of the Term of this Lease or earlier termination. In the event of any holding over by Tenant, Tenant shall give to Landlord at least thirty (30) days' written notice of any intention to quit the Demised Premises. All amounts payable to Landlord during the holdover period shall be paid on the first (1st) day of any such holdover and thereafter on the first (1st) day of each calendar month during the holdover period until Tenant has vacated and surrendered the Demised Premises in accordance with the terms of this Lease. In no event shall holdover be deemed

a permitted extension or renewal of the Term, and nothing contained herein shall be construed to be Landlord's consent to any holdover or to give Tenant any right with respect thereto. Landlord's acceptance of such rent shall not in any manner adversely affect Landlord's other rights and remedies, including Landlord's right to evict Tenant and to recover damages. Notwithstanding the foregoing, Landlord agrees that the Holdover Rent shall be deemed to be liquidated damages for the first six (6) calendar months of any such holdover period, which period begins after the Expiration Date or the expiration of the Renewal Term, as applicable, or the effective date of any earlier termination. Landlord shall have no right to seek or obtain consequential or other damages in connection with, or as a result of, any such six (6)-month holdover."

11. Tenant's Appropriation of Funds. Section 30 of the Original Lease (captioned "Tenant's Appropriation of Funds") is hereby amended by deleting all of the existing language thereof and by inserting the following language in lieu thereof:

"A. All references to Tenant in this Section 30 shall refer to, apply to and be for the benefit only of The County Board of Arlington County, Virginia, a body politic, or any assignee of Tenant's interest in this Lease which is a State, local government, political subdivision or public authority (collectively, a 'Governmental Entity').

B. Notwithstanding any other term or condition of this Lease to the contrary, all of Tenant's obligations under this Lease are subject to appropriation of funds by The County Board of Arlington County, Virginia for the specific purpose of satisfying the payment and performance of such obligations. In the event that funds are not appropriated for the specific purpose of satisfying the obligations of the Tenant under this Lease and Tenant fails to timely pay Rent due under this Lease as a result thereof, then this Lease shall become null and void and shall terminate on the last day of the Term hereof for which Rent has been paid pursuant to appropriations made for such purpose, without any termination fee or other liability whatsoever to the Tenant. Upon such termination of this Lease, Landlord may exercise the Conversion Option pursuant to Section 45 below; provided, however, that if Landlord exercises the Conversion Option after the termination of this Lease pursuant to the terms of this Section 30, Landlord shall be entitled to exercise the Conversion Option without the necessity of making the Conversion Option Payment. The termination of this Lease pursuant to the terms of this Section 30 shall not trigger an obligation for Landlord to

pay the remaining abated rent pursuant to the Abated Rent Schedule. If funds for the Tenant's obligations under this Lease are not appropriated, then the Tenant shall vacate the Demised Premises as of the last day of the Term hereof for which Rent has been paid.

C. It is agreed by both Landlord and Tenant that, notwithstanding any provision in this Lease to the contrary, this clause shall supersede any and all obligations imposed by any other provision of this Lease or the Exhibits attached hereto or any addenda hereto. No subsequent amendment of, or addendum to, this Lease shall compromise the full legal implication of this Section between the parties hereto or their respective successors or assigns.

D. Tenant agrees to provide Landlord with written notice in the event the County Manager does not recommend to the County Board the appropriation of funds for this Lease. Additionally, Tenant also agrees to provide Landlord with written notice, within five (5) business days after the adoption of Tenant's budget for a fiscal year, if such budget does not include an appropriation of funds for the satisfaction of Tenant's obligations under this Lease."

12. Conversion Option. Section 45 of the Original Lease (captioned "Conversion Option") is hereby amended by (a) deleting Section 45 in its entirety and by inserting the following language in lieu thereof:

"A. *Landlord's Option to Convert Use Restrictions*: It is understood and agreed that nothing in this Section 45 shall abrogate the terms and conditions of Site Plan #18 Ordinance or Site Plan #89 Ordinance, as the same may be amended. Any time during the last eighteen (18) months of the Initial Term or as otherwise may be specifically provided herein, Landlord shall have the right, by delivery of a written notice to the County Manager of Arlington County, Virginia, to convert the Restricted Space and Bonus Space portions of the Demised Premises to any unrestricted use permitted by the terms and conditions of Site Plan #18 Ordinance, as it may be amended, Site Plan #89 Ordinance, as it may be amended, and the Arlington County Zoning Ordinance pursuant to the terms of this Section 45 ("Conversion Option"). For purposes of this Lease, "Use Restriction" or "Restriction" mean the use limitations, but only to the extent applicable to the Demised Premises, previously enacted by the County Board of Arlington County, Virginia, by Site Plan Amendments to Site Plan #89, which Amendments were enacted by the County Board of Arlington

County, Virginia, on March 20, 1993, April 15, 1993, June 5, 1993, and November 16, 1999.

Landlord may exercise the Conversion Option by payment from Landlord to Tenant of the existing full fair market FAR value of the square footage of the Restricted Space and the Bonus Space, as of the date of delivery of the written notice to the County Manager of Arlington County, Virginia, for unrestricted Class A office space in the Rosslyn - Ballston corridor for the square footage of the Restricted Space and Bonus Space portions of the Demised Premises ("Conversion Option Payment"). If Tenant and Landlord are unable to agree upon the amount of the Conversion Option Payment within thirty (30) days of the receipt of Landlord's notice by the County Manager of Arlington County, Virginia ("Negotiation Period"), then such value shall be determined by a "Three Appraiser Method," as follows:

(1) Within ten (10) days after the expiration of the thirty (30) day Negotiation Period, each party shall give written notice to the other setting forth the name and address of an Appraiser (as hereinafter defined) selected by such party who has agreed to act in such capacity, to determine the Conversion Option Payment. If either party shall fail to select an Appraiser as aforesaid and such failure shall continue for a period of ten (10) days after receipt of written notice from the other party, then the Conversion Option Payment shall be determined by the Appraiser selected by the other party.

(2) If each party has selected an Appraiser, then each Appraiser shall thereupon independently make his/her determination of the Conversion Option Payment within sixty (60) days after the appointment of the second Appraiser. If the two Appraisers' determinations of the Conversion Option Payment are within five percent (5%) of each other, then the average of such two (2) determinations shall be deemed to be the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor. If the two (2) Appraisers' determinations are not the same, but the higher of such two determinations is more than one hundred five percent (105%) of the lower of them, then the two (2) Appraisers shall jointly appoint a third (3rd) Appraiser within ten (10) days after the second of the two (2) determinations described above has been rendered. The third Appraiser shall independently make his/her determination of the Conversion Option Payment within thirty (30) days after his/her appointment. In such event, the highest and the lowest determinations of value among the three Appraisers shall be disregarded and the remaining determination shall be deemed to be the Conversion Option

Payment for the purpose of the exercise of the Conversion Option. Each party shall pay for the cost of its Appraiser and one-half (½) of the cost of the third (3rd) Appraiser. Tenant shall provide a copy of any notice sent to Landlord under this Section 45 to Landlord's Mortgagee pursuant to Section 29 of this Lease.

B. *Conditions Precedent to Conversion:* The Conversion Option may be exercised when Landlord shall have fully satisfied all requirements of this Lease related to Conversion and all of the terms and conditions of Site Plan #18 Ordinance, as it may be amended, and Site Plan #89 Ordinance, as it may be amended, related to Conversion, including without limitation the following conditions:

(1) Landlord shall prepare and submit to Tenant an Acknowledgment that Conditions Precedent to Conversion Have Been Fulfilled (the "Acknowledgment") substantially in the form of the Acknowledgment attached hereto and made a part hereof as Exhibit M or other form of Acknowledgment mutually agreed to by Landlord and Tenant, which document shall be subject to the review and approval by the County Manager of Arlington County, Virginia, or designee, and approval as to form by the County Attorney of Arlington County, Virginia (to ensure consistency with the form of Acknowledgment attached hereto as Exhibit M), which Acknowledgment document shall, barring a good faith dispute as to Landlord's right to exercise the Conversion Option, be signed on behalf of Tenant and delivered to Landlord within sixty (60) days after Landlord's submission of such Acknowledgment document to Tenant. The parties agree that if Tenant fails to timely deliver such executed Acknowledgment document, Landlord shall be entitled to seek injunctive relief in the Arlington County Circuit Court to obtain such executed Acknowledgment document so long as Landlord shall first have provided Tenant with a written reminder notice at least thirty (30) days before seeking such injunctive relief (which reminder notice may be given to Tenant at any time starting on the date that is thirty (30) days after Landlord's submission of such Acknowledgment document to Tenant);

(2) Landlord shall, unless otherwise specifically provided by the terms of this Lease, make payment to Tenant of the Conversion Option Payment within forty-five (45) days after the date of the parties' agreement in writing upon or the determination by the Three Appraiser Method of the full fair market FAR value for unrestricted Class A office space in the Rosslyn-Ballston corridor;

(3) Landlord shall pay all applicable fees, including the fees for review, approval and recording of the Acknowledgment document; and

(4) Landlord shall record the Acknowledgment document upon satisfaction of the above requirements. Such Acknowledgment shall be effective upon the date of its recordation in the land records of Arlington County, Virginia.

If Landlord does not exercise the Conversion Option by the timely delivery of the notice and, if applicable, the payment of the Conversion Option Payment, then at the expiration or earlier termination of this Lease, the Demised Premises, excluding the Terrace Area, shall remain as Bonus Space, Restricted Space, and Unrestricted Space, as provided in Site Plan #89, as amended.

C. *No Conversion Option Payment.* Except as otherwise provided in Section 45.D below, if Landlord exercises its right to the Conversion Option during the last eighteen (18) months of the Initial Term, Landlord shall not be obligated to pay the Conversion Option Payment as a condition thereof. Accordingly, Landlord shall only be obligated to pay the Conversion Option Payment in connection with the exercise of the Conversion Option as specifically provided in other Sections of this Lease and in Section 45.D below.

D. *Conversion Option Payment Required Upon Subsequent Landlord Default.* Notwithstanding any other term or condition hereof to the contrary, if a Landlord Default occurs subsequent to the effectuation of Conversion by Landlord during the last eighteen (18) months of the Initial Term, then Landlord shall be obligated to pay the Conversion Option Payment to Tenant within thirty (30) days after the occurrence of such Landlord Default. This payment obligation shall fully survive the expiration or earlier termination of this Lease."

13. Option to Extend. Section 46 of the Original Lease (captioned "Option to Extend") is hereby amended by

(a) deleting the language "FMV Rental Rent" in each place where it appears and inserting the language "FMV Rental Rate";

(b) inserting the following language at the end of the first paragraph of Section 46:

"The parties shall, simultaneously with the determination of the FMV Rental Rate, also agree to a percentage for the annual rate of increase in the FMV Rental Rate to be used for each Lease Year following the first Lease Year of the Renewal Term using the Three Broker Method set forth in Section 46 of this Lease, if necessary, based upon the annual percentage increase for Comparable Space in the Market Area (the 'Annual Percentage Increase')."

(c) inserting the following language at the end of Section 46:

"For the purposes of this Section 46, 'Broker' shall mean a commercial real estate broker licensed in the Commonwealth of Virginia, who has been regularly engaged in such capacity in the Counties of Arlington or Fairfax or the City of Alexandria for at least ten (10) years immediately preceding such person's appointment hereunder. The Brokers shall be instructed to take into account that the Demised Premises, excluding the Terrace Area, comprises 53,826 square feet of unrestricted space. Each party shall pay for the cost of its Broker and one half (½) of the cost of the Third Broker."

14. Base Rental Revenue for the Demised Premises. Exhibit E attached to the Original Lease (captioned "Base Rental Revenue for the Demised Premises") is hereby deleted and the attached Exhibit E is hereby substituted in its place.

15. Tenant's Option to Terminate. Exhibit G attached to the Original Lease (captioned "Tenant's Option to Terminate") is hereby deleted and the attached Exhibit G is hereby substituted in its place.

16. Memorandum of Lease. Exhibit H attached to the Original Lease (captioned "Memorandum of Lease") is hereby deleted in its entirety and the attached Exhibit H is hereby substituted in its Place. Simultaneously with the execution and delivery of this Second Amendment by Landlord, Landlord shall execute and deliver to Tenant, for recordation by Tenant at Tenant's expense, the Amended and Restated Memorandum of Lease attached hereto and made a part hereof as Exhibit H.

17. County Board Approval. The execution of this Second Amendment and its delivery to Tenant shall constitute a revocable offer by Landlord. If such offer is not accepted by Tenant by execution and delivery of this Second Amendment to Landlord on or before July 31, 2009, following the approval of the County Board of this Second Amendment, then Landlord shall have the right to revoke such offer by notice to Tenant, in which event no liability whatsoever shall accrue to Landlord or Tenant, and Landlord and Tenant shall have no obligations whatsoever to each other pursuant to this Second Amendment.

18. Brokers. Landlord and Tenant each represents and warrants to the other that neither of them has employed any broker in procuring or carrying on any negotiations relating to this Second Amendment.

19. Ratification. Except as expressly modified by this Second Amendment, all terms and provisions of the Lease shall remain in full force and effect. All of the Sections of the Lease not specifically amended hereby shall remain as provided in the Lease.

20. Authority. Landlord and Tenant represent and warrant to each other that the person signing this Second Amendment on its behalf has the requisite authority and power to execute this Second Amendment and to thereby bind the party on whose behalf it is being signed.

21. Lender Approval. This Second Amendment shall not be binding upon Tenant without the execution by Landlord's current mortgagee secured by the Building of the Joinder hereto.

22. Counterparts. This Second Amendment may be executed in several counterparts, all of which shall constitute one and the same document.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to Deed of Lease as of the day and year first hereinabove written.

WITNESS:

LANDLORD:

1101 WILSON OWNER, LLC, a Delaware limited Liability Company

By: _____

By: _____

Name: Anthony Westreich
Title: President

WITNESS:

TENANT:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic

By: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

County Attorney

EXHIBIT B-1

DECLARATION BY LANDLORD AND TENANT AS TO
RENT ABATEMENT CALCULATION DATE

THIS DECLARATION made this _____ day of _____ 2009 is hereby attached to and made a part of the Deed of Lease dated the 20th day of November 2008 (as amended, the "Lease"), entered into by and between 1101 WILSON OWNER, LLC, a Delaware limited liability company, as Landlord, and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic, as Tenant. All terms used in this Declaration have the same meaning as they have in the Lease.

- (i) The Rent Abatement Calculation Date is hereby established to be _____, 20__; and
- (ii) The fifteenth (15th) anniversary of the Rent Abatement Calculation Date is hereby established to be _____, 20__.

WITNESS:

LANDLORD:

1101 WILSON OWNER, LLC, a
Delaware limited liability
company

By: _____

By: _____
Name:
Its:

WITNESS:

TENANT:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA, a body politic

By: _____

By: _____
Name:
Its:

APPROVED AS TO FORM:

County Attorney

EXHIBIT E

BASE RENTAL REVENUE FOR THE DEMISED PREMISES

[Attached hereto]

1101 Wilson Boulevard

Engineering/Architectural/Interior/Code

Arlington County Assumption Summary

	Year 1 Dec-08	Year 2 Dec-09	Year 3 Dec-10	Year 4 Dec-11	Year 5 Dec-12	Year 6 Dec-13	Year 7 Dec-14	Year 8 Dec-15	Year 9 Dec-16	Year 10 Dec-17	Year 11 Dec-18	Year 12 Dec-19	Year 13 Dec-20	Year 14 Dec-21	Year 15 Dec-22	TOTAL
Space A - Existing Converted Museum Only Space																
Base Rent	\$217,426	\$229,949	\$230,667	\$237,887	\$244,715	\$252,656	\$259,618	\$267,407	\$275,429	\$283,692	\$292,202	\$300,868	\$309,997	\$319,297	\$328,876	
Escalators	\$383,070	\$394,511	\$406,346	\$418,536	\$431,097	\$444,025	\$457,345	\$471,066	\$485,198	\$499,754	\$514,747	\$530,189	\$546,095	\$562,478	\$579,362	
Space B - Unrestricted Space (Previous Retail)																
Base Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Escalators	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Space	\$600,446	\$618,459	\$637,013	\$656,424	\$675,807	\$696,081	\$716,964	\$738,473	\$760,627	\$783,446	\$806,949	\$831,158	\$856,092	\$881,775	\$908,228	\$11,167,643
Base Rental Revenue - Total	\$600,446	\$618,459	\$637,013	\$656,424	\$675,807	\$696,081	\$716,964	\$738,473	\$760,627	\$783,446	\$806,949	\$831,158	\$856,092	\$881,775	\$908,228	\$11,167,643
Arlington County Profers Subsidy	\$600,446	\$618,459	\$637,013	\$656,424	\$675,807	\$696,081	\$716,964	\$738,473	\$760,627	\$783,446	\$806,949	\$831,158	\$856,092	\$881,775	\$908,228	\$11,167,643
Cumulative Arlington County Free Rent	\$600,446	\$1,218,805	\$1,855,819	\$2,512,042	\$3,187,849	\$3,883,931	\$4,600,895	\$5,339,368	\$6,099,895	\$6,883,440	\$7,421,433	\$7,698,790	\$8,000,000	\$8,338,000	\$8,711,000	\$9,119,000

EXHIBIT G

TENANT'S OPTION TO TERMINATE

A. Tenant shall have the absolute right and option, without liability, penalty or further obligation whatsoever, to terminate the Lease at any time during the Term, at Tenant's sole and absolute discretion (the "**Termination Right**") effective as of the date that is specified by Tenant for the termination of the Lease (the "**Termination Date**"), subject to the following terms and conditions:

(1) At the time of the exercise of the Termination Right and at all times thereafter through the Termination Date, Tenant is not in Default under the Lease beyond any applicable notice and cure period.

(2) Tenant shall provide Landlord with written notice of the exercise by Tenant of the Termination Right (the "**Termination Notice**") at least twelve (12) months prior to the Termination Date specified in the Termination Notice. Irrespective of when Tenant provides the Termination Notice, the termination of the Lease shall not be effective until the Termination Date.

B. If Tenant exercises the Termination Right as aforesaid, then Landlord may exercise the Conversion Option pursuant to Section 45 of the Lease by providing Tenant with written notice of Landlord's exercise of the Conversion Option no sooner than the Termination Date and no later than thirty (30) days after the Termination Date; specifically provided, however, that, Landlord shall have no obligation to pay the Conversion Option Payment as a condition to the exercise of the Conversion Option and shall have no obligation to pay the remaining abated rent under the Abated Rent Schedule.

C. If the Tenant timely and properly exercises its Termination Right in compliance with the foregoing terms and conditions, then the Lease shall terminate on the Termination Date in the same manner as if said date had been the originally scheduled date for the expiration of the Term. If the Termination Right is properly and timely exercised hereunder, then, Landlord and Tenant shall, within ten (10) business days thereafter, execute and record a Memorandum of Lease Termination in the form attached to the Lease as Exhibit I, confirming such termination; provided, however, a failure to execute and record such Memorandum of Lease Termination shall not alter or affect the termination of the Lease hereunder. Without limitation of any other right of Tenant under the Lease, Tenant shall have no obligation to occupy or use all or any portion of the Demised Premises at any time after the issuance by Tenant of the Termination Notice.

EXHIBIT H

FORM OF AMENDED AND RESTATED MEMORANDUM OF LEASE

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

Exempt from Recordation Tax
per Virginia Code § 58.1-811.A.3

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is dated as of _____, 2009, by **1101 WILSON OWNER, LLC**, a Delaware limited liability company, as Grantor, hereinafter "Landlord", and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic, as Grantee, hereinafter "Tenant".

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, upon the terms and subject to the conditions set forth in that certain Deed of Lease dated as of November 20, 2008, as amended by that certain First Amendment to Deed of Lease dated June __, 2009, and that certain Second Amendment to Deed of Lease dated July __, 2009 (collectively and as may be amended in the future, the "Lease"), the premises more particularly described in the Lease and consisting of approximately fifty-three thousand eight hundred twenty-six (53,826) square feet of office space in the building located at 1101 Wilson Boulevard, Arlington, Virginia, and more particularly described on Exhibit A attached hereto (the "Building").

2. Term. The Initial Term of the Lease is fifteen (15) years commencing on the Commencement Date thereunder and ending no later than April 30, 2023. The Lease is subject to extension, under the terms of Section 45 of the Lease for an additional period of five (5) years, to be exercised at the option of Tenant with prior written notice.

3. Payment for Abated Rent. Pursuant to the terms of the Lease, Landlord has the obligation, upon the early termination of the Lease under certain circumstances, to pay the balance of abated rent to Tenant, which such obligation runs with the land.

4. Landlord's Address for Notice:

1101 WILSON OWNER, LLC
c/o Monday Properties Services, LLC
1000 Wilson Boulevard, Suite 200
Arlington, Virginia 22209
Attention: Mr. Timothy Helmig

With a copy to:

Greenstein DeLorme & Luchs, P.C.
1620 L Street, N.W., Suite 900
Washington, D.C. 20036
Attention: Abraham J. Greenstein, Esq.

5. Tenant's Address for Notice:

Arlington County Manager
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201

With a copy to:

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

And a copy to:

Director
Department of Management and Finance, Arlington, County
Arlington County Government
2100 Clarendon Boulevard, Suite 501
Arlington, Virginia 22201

6. Amendment and Restatement of Prior Memorandum; Incorporation of Lease. This Memorandum amends and restates in its entirety that certain Memorandum of Lease dated as of November 20, 2008 (the "Prior Memorandum") by and between Landlord and Tenant, such that this Memorandum shall govern in lieu of the Prior Memorandum. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the provisions of the Lease. This Memorandum is subject to all of the provisions of the Lease and in the event of any inconsistency between the provisions of the Lease and this Memorandum, the provisions of the Lease shall prevail.

7. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute but one and the same document

LANDLORD:

1101 WILSON OWNER, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE/ COMMONWEALTH OF _____)
) ss.
COUNTY/CITY OF _____)

On this __ day of _____, 20__, before me, a Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged that he/she is the _____ of 1101 Wilson Owner, LLC, a Delaware limited liability company, to be the free and voluntary act and deed of said _____ for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC

(Print Name)

My appointment expires _____
My ID No _____

EXHIBIT A
LEGAL DESCRIPTION

(1101 Wilson Blvd. and 1700 N. Kent)

All that certain part or parcel of land, and improvements thereon, lying and being situate in the County of Arlington, State of Virginia, being more particularly described as follows:

Beginning at a P.K. Nail set in the asphalt, said point being on the northerly side of the original right-of-way line of Wilson Boulevard and being 125.97 feet along the arc east from the point of curve on the transition filler to North Lynn Street and also being the southeast corner of the property of Plaza West Associates;

thence departing Wilson Boulevard and running with the easterly line of Plaza West Associates the following courses: N 00°16'22" W - 276.80 feet, S 85°41'00" W - 35.79 feet to drill holes set in the concrete loading dock and N 00°18'52" W - 197.80 feet to a point (a common corner to Arland Towers Company and the property of Rosalind C. Barton);

thence departing the easterly line of Plaza West Associates and running the common line between Arland, to the south, and Barton, to the north, along a well defined separation in the floor between parking garages on both properties the following courses: N 83°55'16" E - 36.44 feet, S 03°41'19" W - 9.42 feet, N 89°33'56" E - 46.50 feet, S 00°12'05" E - 15.95 feet and N 87°35'48" E - 3.37 feet;

thence passing through to the outside of a parking garage wall on the Barton property and through a corner common to Barton and property of County Board of Arlington (C.B.A.) at 60.14 feet and continuing along the westerly line of C.B.A. S 00°18'52" E - 101.59 feet to an iron pipe;

thence turning along the southerly line of C.B.A. N 85°41'00" E - 90.95 feet to an iron pipe on the original westerly right-of-way line of North Kent Street;

thence following said line S 04°19'00" E - 68.60 feet to a railroad spike set at the southwest corner of said original right-of-way line;

thence running along the southerly end of said road N 85°41'00" E - 60.00 feet to P.K. Nail on the westerly line of property of Robert H. Smith Et Al, Trustees (R.H.S.); said point also being on the easterly line of an easement for the Loop Road passing over a portion of the building on 1101 Wilson Boulevard;

thence running with said line S 04°17'52" E - 346.01 feet and S 05°43'37" E - 79.44 feet to drill holes in the concrete gutter, the latter of which is also on the original northerly right-of-way line of Wilson Boulevard;

thence following said right-of-way line the following courses: N 57°16'53" W - 95.02 feet, 121.87 feet along the arc of a curve to the left having a radius of 695.27 feet with a chord bearing and distance of N 62°18'11" W, 121.71 feet, N 00°16'22" W - 5.43 feet, 53.13 feet along the arc of a curve to the left having a radius of 700.27 feet with a chord bearing and distance of N 69°40'52" W, 53.13 feet, all P.K. nails in the asphalt, the last of which is the point of beginning, containing 97,634 square feet or 2.24137 acres of land, more or less.

For information purposes only: (RPS Nos. 16039002, 16039003 and 16039021).

TOGETHER WITH those certain beneficial easements set forth in Deed of Cross Easement dated March ____, 1981, and recorded in Deed Book 2053 at page 823, among the Land Records of Arlington County, Virginia; as amended by Amendment to Deed of Cross Easement dated April 25, 2000, and recorded in Deed Book 3062 at page 454, among the aforesaid Land Records.

EXHIBIT M

FORM OF ACKNOWLEDGMENT THAT CONDITIONS
PRECEDENT TO CONVERSION HAVE BEEN FULFILLED

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

ACKNOWLEDGMENT THAT CONDITIONS PRECEDENT TO CONVERSION HAVE BEEN
FULFILLED

**THIS ACKNOWLEDGMENT THAT CONDITIONS PRECEDENT TO
CONVERSION HAVE BEEN FULFILLED** ("Acknowledgment") is dated as of _____
____, 20__ and is made by **1101 WILSON OWNER, LLC**, a Delaware limited liability company, as
Landlord, hereinafter "Landlord," and **THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA**, a body politic, as Grantee, hereinafter "Tenant."

WHEREAS, Landlord and Tenant are parties to a certain Deed of Lease dated as of
November 20, 2008, as amended by that certain First Amendment to Deed of Lease dated
June 29, 2009 and that certain Second Amendment to Deed of Lease dated _____, 2009
(collectively, the "Lease") with respect to certain space (the "Demised Premises") in the building
located at 1101 Wilson Boulevard, Arlington, Virginia, as more particularly described on Exhibit A
attached hereto (the "Building");

WHEREAS, upon the terms and conditions specified in the Lease, and in the SP #18
Ordinance and SP #89 Ordinance, Landlord has the right, which is exercisable by delivery of a
written notice to the County Manager of Arlington County, Virginia, to convert the Restricted Space
(as defined in the Lease) and the Bonus Space (as defined in the Lease) portions of the Demised
Premises to unrestricted use by Landlord pursuant to the terms of Section 45 of the Lease (such right
being hereinafter referred to as the "Conversion Option"); and

WHEREAS, Landlord has satisfied the applicable conditions for exercise of the Conversion
Option and Landlord and Tenant wish to execute and record this Acknowledgement in order to
confirm and make a matter of public record Landlord's right to exercise the Conversion Option and
effectuation of the conversion of the Restricted Space and Bonus Space portions of the Demised
Premises to unrestricted use by Landlord pursuant to the Lease.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, the
mutual covenants and agreements contained herein and other good and valuable consideration, the
receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as
follows:

1. Acknowledgement. Landlord and Tenant acknowledge and agree that the conditions
to exercise of the Conversion Option have been fully satisfied in accordance with the requirements of
the Lease and consistent with the terms and conditions of SP #18 Ordinance and SP #89 Ordinance
as amended; that the Restricted Space and Bonus Space combined with the Unrestricted Space (as
defined in the Lease, and together with the Restricted Space and the Bonus Space, being the Demised
Premises under the Lease), comprising an aggregate of 53,862 square feet of area, may be converted
by Landlord, its successors and assigns, to any unrestricted use permitted by the conditions of SP #18
Ordinance and SP #89 Ordinance.

LANDLORD:

1101 WILSON OWNER, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE/ COMMONWEALTH OF _____)

) ss.

COUNTY/CITY OF _____)

On this __ day of _____, 20__, before me, a Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged that he/she is the _____ of **1101 Wilson Owner, LLC**, a Delaware limited liability company, to be the free and voluntary act and deed of said _____ for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC

(Print Name)

My appointment expires _____

My ID No _____

EXHIBIT A

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(1101 Wilson Blvd. and 1700 N. Kent)

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thence departing Wilson Boulevard and running with the easterly line of Plaza West Associates the following courses: N 00°16'22" W - 276.80 feet, S 85°41'00" W - 35.79 feet to drill holes set in the concrete loading dock and N 00°18'52" W - 197.80 feet to a point (a common corner to Arland Towers Company and the property of Rosalind C. Barton);

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thence following said line S 04°19'00" E - 68.60 feet to a railroad spike set at the southwest corner of said original right-of-way line;

thence running along the southerly end of said road N 85°41'00" E - 60.00 feet to P.K. Nail on the westerly line of property of Robert H. Smith Et Al, Trustees (R.H.S.); said point also being on the easterly line of an easement for the Loop Road passing over a portion of the building on 1101 Wilson Boulevard;

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