

ATTACHMENT 1
THIRD AMENDMENT TO DEED OF LEASE

THIS THIRD AMENDMENT TO DEED OF LEASE (this "*Third Amendment*") is made as of the ____ day of _____ 2011, by and between **CPT FAIRFAX GLEBE, LLC**, a Delaware limited liability company ("*Landlord*"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic ("*Tenant*"). Landlord and Tenant are hereinafter sometimes referred to collectively as the "*Parties*."

RECITALS:

A. Landlord's predecessor-in-interest, Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, and Tenant entered into that certain Deed of Lease dated as of July 3, 2001 ("*Original Lease*"), as amended by that certain First Amendment to Deed of Lease dated as of March 14, 2002 (the "*First Amendment*"), and that certain Second Amendment to Deed of Lease dated as of January 31, 2011 (the "*Second Amendment*"), for certain premises containing approximately 16,115 rentable square feet, located on the 15th floor ("*Premises*") of the building located at 1100 North Glebe Road, Arlington, Virginia 22201 ("*Building*"). The Original Lease as amended by the First Amendment, the Second Amendment and this Third Amendment is hereafter referred to as the "*Lease*."

B. Landlord and Tenant agree to extend the Term (as defined in the Original Lease) of the Lease for ten (10) years, upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals / Integration**. The foregoing recitals are incorporated herein by this reference as if fully set forth at this point in the text of this Third Amendment and the following terms and conditions shall constitute part of the Lease and be incorporated therein by reference.

2. **Premises Confirmation**. Landlord and Tenant acknowledge and agree that the Premises contain approximately sixteen thousand one hundred fifteen (16,115) rentable square feet.

3. **Lease Term Extension**. The Term of the Lease, currently scheduled to expire on January 31, 2012, is hereby extended for a ten (10) year period commencing on February 1, 2012 (the "*Extension Commencement Date*") and ending on January 31, 2022. In furtherance thereof, the Lease is amended as follows:

(a) Article 1, Section I of the Original Lease is hereby deleted in the entirety and replaced with the following: "Expiration Date: January 31, 2022."

(c) Article 1, Section J of the Original Lease is hereby deleted in the entirety and replaced with the following: "Lease Term: The period of time between the Commencement Date and the Expiration Date."

4. **Confirmation of Parties and Notice Addresses**.

(a) Article 1, Section B of the Original Lease is hereby deleted in the entirety and replaced with the following: "Tenant's Address: The County Board of Arlington County, Virginia, 2100 Clarendon Boulevard, Suite 800, Arlington, Virginia 22201, Attn: Real Estate Bureau Chief."

Third Amendment to Deed of Lease
1100 N. Glebe Road, Arlington, VA

MCLEAN 368099.6 100307.006

(b) Article 1, Section E of the Original Lease is hereby deleted in the entirety and replaced with the following: “Landlord: CPT Fairfax Glebe, LLC”

(c) Article 1, Section F of the Original Lease is hereby deleted in the entirety and replaced with the following: “Landlord’s Address: c/o AEW Capital Management, L.P., World Trade Center East, Two Seaport Lane, Boston, Massachusetts 02210.”

(d) The first line of Article 1, Section G of the Original Lease (*i.e.*, the Building Manager Name) is hereby deleted in the entirety and replaced with the following: “Building Manager/Address: CB Richard Ellis, Asset Services.”

(e) The last paragraph of Article 30, Section C of the Original Lease is hereby deleted in the entirety and replaced with the following:

“with copies to: (i) County Manager of Arlington County, Virginia, #1 Courthouse Plaza, 2100 Clarendon Boulevard, Suite 302, Arlington, Virginia 22201, (ii) Director of Arlington County Department of Economic Development, at #1 Courthouse Plaza, 2100 Clarendon Boulevard, Suite 411, Arlington, Virginia 22201, and (iii) at the Premises.”

5. Monthly Rent.

(a) As of the Extension Commencement Date, Tenant shall pay Annual Rent to Landlord at a rate equal to Forty-One and 00/100 Dollars (\$41.00) per rentable square foot per annum, full service, payable in advance in equal monthly installments due on the first day of each calendar month. Commencing with the first (1st) anniversary of the Extension Commencement Date and at the commencement of each consecutive anniversary of the Commencement Date thereafter, Annual Rent shall be increased by three percent (3%) of the Annual Rent payable for the immediately preceding year. In furtherance thereof, Article 1, Section L of the Original Lease is hereby amended by adding the following at the end of said Section:

“Monthly Rent from and after the Extension Commencement Date shall be as follows:

Period	Annual Rent	Monthly Rent
2/1/12-1/31/13	\$660,715.00	\$55,059.58
2/1/13-1/31/14	\$680,536.45	\$56,711.37
2/1/14-1/31/15	\$701,002.50	\$58,416.88
2/1/15-1/31/16	\$722,113.15	\$60,176.10
2/1/16-1/31/17	\$743,707.25	\$61,975.60
2/1/17-1/31/18	\$765,945.95	\$63,828.83
2/1/18-1/31/19	\$788,990.40	\$65,749.20
2/1/19-1/31/20	\$812,679.45	\$67,723.29
2/1/20-1/31/21	\$837,013.10	\$69,751.09
2/1/21-1/31/22	\$862,152.50	\$71,846.04”

(b) Notwithstanding anything contained in this Third Amendment to the contrary, the monthly installments of Base Rent due and payable for the two (2) month period between the Extension Commencement Date and March 31, 2012 shall be abated.

6. **Operating Expenses Base and Tax Base.** While Tenant shall continue to pay and be obligated for Tenant's Pro Rata Share (as defined in Article 1.0 of the Original Lease) of Operating Expenses and Taxes as set forth in the Lease, from and after the Extension Commencement Date the Operating Expenses Base and Tax Base shall be based on calendar year 2012. In furtherance thereof, effective as of the Extension Commencement Date the Lease is amended as follows:

(a) Article 1, Section M is hereby deleted in the entirety and replaced with the following: "Operating Expenses Base: calendar year 2012 actual Operating Expenses."

(b) Article 1, Section N is hereby deleted in the entirety and replaced with the following: "Tax Base: calendar year 2012 actual Taxes."

7. **Renovations.** Article 5, Section B of the Original Lease is hereby amended by adding the following:

"(a) Tenant intends to undertake the Renovations Work (as hereinafter defined) with respect to the Premises, the cost of which shall be borne by Tenant, subject to the Renovations Allowance as provided in Section 7(c) below. The Renovations Work shall be deemed an alteration under the Lease and shall be subject to all the terms and conditions in the Lease concerning Alterations including but not limited to the provisions of Section 5 of the Lease. Those portions of the Renovations Work which require Landlord's approval pursuant to Section 5 of the Lease, if any (the "***Approval Required Renovations Work***"), shall not commence without Landlord's prior written approval of the detailed plans, working drawings and specifications therefor and the contractor performing such work. Landlord's approval of any Approval Required Renovations Work shall not be unreasonably withheld, conditioned or delayed, unless the proposed Renovations Work could, in Landlord's judgment (i) affect the structure or safety of the Building; (ii) adversely affect the electrical, plumbing or mechanical systems of the Building or the functioning thereof; (iii) be or become visible from the exterior of the Premises; or (iv) interfere in any material respect with the operation of the Building or the provision of services or utilities to other tenants in the Building. In connection with the Approval Required Renovations Work, Tenant shall be required to engage Landlord's base Building subcontractor and Landlord's MEP engineer in connection with any Approval Required Renovations Work involving fire and life safety and/or HVAC control.

(b) As used herein, the term "***Renovations Work***" shall mean collectively (i) the installation of new carpet in conference rooms, common areas, the elevator/reception lobby, and several private offices within the Premises, (ii) the painting of selected locations, including several private offices, conference rooms, and lobby/corridor areas in the Premises, (iii) the replacement of two (2) dishwashers, and (iv) other improvements in the Premises, including, but not limited to, installing new wood panels on the front desk and installing additional storage space. For purposes of the Renovations Allowance only, the term

Renovations Work shall also include Tenant's actual and documented out-of-pocket costs for Tenant's outside counsel to draft and review documentation related to this Third Amendment (up to a total of \$17,000.00).

(c) (i) Landlord agrees to provide Tenant with an allowance (the "**Renovations Allowance**") in the amount of up to One Hundred Sixty-One Thousand One Hundred Fifty and 00/100 Dollars (\$161,150.00) (*i.e.*, \$10.00 per rentable square foot of the Premises), to be applied against the actual out-of-pocket costs and expenses incurred in the design, permitting and construction of any Renovations Work as well as, as applicable, the Construction Management Fee (as hereinafter defined) or Construction Oversight Fee (as hereinafter defined). The Renovations Allowance shall not be used or applied for any other purposes. In no event shall Landlord be obligated to reimburse or credit Tenant for any amount if it individually or in the aggregate exceeds the total amount of the Renovations Allowance. Tenant shall submit to Landlord all invoices and requests for reimbursement or payment of all costs related to the Renovation no later than July 1, 2012 (such day being hereinafter referred to as the "**Invoice Submission Deadline**"), and Landlord shall have no obligation to reimburse Tenant or pay any amounts for any invoices submitted after such Invoice Submission Deadline, time being of the essence thereto. All portions of the Renovations Allowance, up to a maximum of Two and 50/100 Dollars (\$2.50) per square foot of the Premises, that remains unused as of June 30, 2012 shall be funded by Landlord to Tenant in the form of a credit against Monthly Rent next payable by Tenant under the Lease (the "**Rent Credit**"). The unused portion of the Renovations Allowance less the Rent Credit Amount shall be retained by Landlord, and Tenant shall have no rights whatsoever with respect thereto. Commencing on July 1, 2011, Landlord shall pay the Renovations Allowance to Tenant (or at Tenant's option, directly to the contractors performing the work) on a monthly basis, within thirty (30) days after satisfaction of each of the following conditions with respect to each monthly disbursement: (1) receipt by Landlord of appropriate receipts or invoices and lien waivers from all contractors and subcontractors who have performed Renovations Work for which disbursement of the Renovations Allowance is sought in a form satisfactory to Landlord; (2) Tenant shall not be in default of any term of the Lease (as hereby amended) beyond any applicable notice and cure period; and (3) as to the final disbursement of the Renovations Allowance, receipt of a certificate from Tenant's architect, if Tenant has used an architect for the Renovations Work, stating that the Renovations Work designed by Architect for which disbursement is sought has been completed.

(ii) Notwithstanding anything contained in this Third Amendment to the contrary, Landlord shall not be obligated to provide the Renovations Allowance until Board Approval is obtained and Landlord shall not reimburse Tenant for any costs incurred by Tenant with respect to the Renovations Work in the event this Third Amendment is terminated by Landlord due to Tenant's failure to obtain the Board Approval by April 30, 2011.

(d) At such time that Landlord has approved the Approval Required Renovations Work and Landlord permits Tenant's contractors, subcontractors and vendors to enter the Building to perform such work, such entry shall be subject to the observance by Tenant and each contractor, subcontractor and vendor of all reasonable rules and regulations promulgated by Landlord and provided to Tenant in connection with the performance of work in the Building. In addition, prior to the commencement of the Renovations Work, Tenant, or its contractors and their subcontractors, shall be required to provide such insurance as is required by the terms of the first paragraph of Section 5.C. of the Lease.

(e) If Tenant selects Landlord to oversee the Renovation, then Tenant shall pay Landlord a construction management fee equal to four percent (4%) of the total hard construction costs of the Renovation (the "**Construction Management Fee**"). If Tenant elects to manage the Renovation itself, then Tenant shall pay Landlord a construction management oversight fee equal to one percent (1%) of the total hard construction costs of the Renovation (the "**Construction Oversight Fee**"). The applicable fee (*i.e.*, either the Construction Management Fee or the Construction Oversight Fee, as the case may be) shall be subject to and paid as a portion of the Allowance, except to the extent that the Allowance has been exhausted."

8. **Compliance with ADA.** To the best of Landlord's knowledge and belief without any level of inquiry or investigation, the common areas of the Building are not in violation of the applicable requirements of the ADA as of the date of this Third Amendment.

9. **Parking Ratio or Spaces/Fee.** Effective as of the Extension Commencement Date, Article 1, Section S of the Original Lease shall be deleted in the entirety and replaced with the following:

"Parking Ratio or Spaces/Fee: 2.75 unreserved parking spaces per 1,000 rentable square feet for a total initially of forty-four (44) parking spaces at the prevailing monthly rate for unreserved parking spaces charged to other tenants in the Building, per month per unreserved parking space. Additionally, Tenant shall have the right to purchase up to five (5) parking spaces for reserved parking spaces in the Building's parking garage, at the prevailing monthly rate for reserved parking spaces charged to other tenants in the Building. Tenant and its employees must enter into separate parking contracts with the parking garage operator, who may adjust the parking rate from time to time. Parking is on a first-come, first-served, non-exclusive basis. Upon the Extension Commencement Date, at no cost to Tenant, Landlord shall consider the accommodation of one (1) handicapped accessible van parking space within the available surface spaces around the perimeter of the Building."

The current prevailing monthly rate for unreserved parking spaces charged to other tenants in the Building, is \$110.00 per month per unreserved parking space. The current prevailing monthly rate for reserved parking spaces charged to other tenants in the Building, is \$220.00 per month per reserved parking space.

10. **Janitorial Services.** Effective as of the Extension Commencement Date, the following language shall be added to the end of Article 7, Section C of the Original Lease:

“Tenant shall have the right, in Tenant’s sole discretion, upon no less than sixty (60) days written notice, to elect to provide, at Tenant’s sole cost and expense, janitorial service for the Premises, which janitorial service shall adhere to the cleaning specifications set forth on Exhibit F attached hereto. In the event Tenant exercises its right to provide janitorial service to the Premises, then the portion of Operating Expenses attributable to the costs to provide cleaning and janitorial services in the Premises and the other areas of the Building leased to tenants (as opposed to the costs and expenses incurred by Landlord to provide cleaning and janitorial services to the common areas of the Building) shall be excluded from the calculation of Tenant’s Pro-Rata Share of increases in Operating Expenses. Simultaneously with such exclusion from Operating Expenses, the costs of janitorial services with respect to the tenanted areas of the Building shall be excluded from Operating Expenses for the Operating Expenses Base as well. At Tenant’s option and upon Tenant’s request, Landlord shall promptly execute an amendment to this Lease, and all related documents, evidencing such rent adjustment. In the event Tenant shall itself be providing janitorial services to the Premises (i) the provider of the janitorial services shall be reasonably acceptable to Landlord, and (ii) Tenant shall comply with the reasonable procedures established by Landlord with respect to Tenant’s cleaning activities, including access and security procedures for the provider of the janitorial services to the Premises.”

11. **SNDA.** If the land upon which the Building is located is encumbered by a deed of trust, mortgage and/or ground lease, then prior to the Extension Commencement Date, Landlord, Tenant and Landlord’s mortgagor and/or ground lessor, as applicable, shall enter into an subordination, non-disturbance and attornment agreement on a commercially reasonable and recordable form.

12. **Extension Option.**

(a) The extension of the Term of the Lease pursuant to this Third Amendment shall not be deemed to have been an extension of the Lease pursuant to Section 1 of Article 31 of the Original Lease. Accordingly, the provisions of Section 1 of Article 31 of the Lease shall remain in full force and effect. In the event Tenant desires to exercise the Extension Option and extend the Term for the Extension Period, Tenant shall be required to send Landlord written notice no earlier than July 31, 2020 (the date which is eighteen (18) months prior to the Expiration Date) and no later than 5:00 p.m. Eastern Time on January 31, 2021 (the date which is twelve (12) months prior to the Expiration Date), of its desire to extend the Term of this Lease.

(b) Section 2 of the Second Amendment is hereby deleted in its entirety.

13. **Amended and Restated Memorandum of Lease.**

(a) Neither party, without the written consent of the other, will execute or record this Third Amendment or any summary or memorandum of this Third Amendment in the land records of Arlington County, Virginia or in any public recorder’s office. Notwithstanding the foregoing, so long as the Tenant is The County Board of Arlington County, Virginia (and not an assignee, subtenant or successor thereto), Landlord shall promptly execute an Amended and Restated Memorandum of Lease in the form attached hereto as Exhibit G-1, which Tenant shall

be entitled to record in the land records of Arlington County, Virginia, at Tenant's sole cost and expense. A recorded copy thereof shall be provided to Landlord promptly upon recordation.

(b) If in connection with (or following) the termination or expiration of the Lease Landlord provides Tenant with a termination of the memorandum, Tenant shall promptly execute the termination in recordable form and return it to Landlord within thirty (30) business days after receipt thereof by Tenant. If Tenant fails to return such executed termination agreement to Landlord within such thirty (30) business-day period, then Tenant shall pay Landlord a fee of \$100.00 per day for every day beyond the thirtieth (30th) business day that the termination has not been executed and delivered to Landlord. The provisions of this Section 13(b) shall survive any termination or expiration of the Lease.

14. **Roof Rights/Satellite Dish.**

(a) The first sentence of Article 31, Section 3 of the Original Lease is hereby deleted in its entirety.

(b) Subject to the availability of space on the portion of the roof of the Building that Landlord makes available for the installation of telecommunications equipment at the time that Tenant requests use of the roof, Tenant shall, at no cost, have the non-exclusive right to use a portion of the roof of the Building (but in no event larger than Tenant's pro-rata share of the portion of the roof which Landlord makes available for the installation of telecommunications equipment), which portion shall be selected by Landlord in its sole discretion, for the installation of one or more radio, microwave, satellite or other communications dish or antenna (each an "*Antenna*"), provided that with respect to any Antenna (i) such Antenna is permitted under the laws, rules and regulations of the Federal Communications Commission, the Federal Aviation Administration, the Commonwealth of Virginia, Arlington County, Virginia and any other governmental and quasi-governmental authorities having jurisdiction over the Building or the Landlord, (ii) such Antenna conforms to all such laws, rules and regulations, (iii) Tenant has obtained all permits, licenses, variances, authorizations and approvals that may be required in order to install such Antenna, (iv) such Antenna is not more than forty-eight inches (48") in diameter and forty-eight inches (48") in height and not more than the weight that Landlord shall determine is appropriate for the roof (which Landlord shall specify to Tenant upon Tenant's written request), (v) Tenant shall have obtained Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, (vi) Tenant installs any screen or other covering for such Antenna that Landlord in its reasonable discretion may require (the size, type and style of which shall be subject to Landlord's prior written approval) in order to camouflage or conceal the Antenna, (vii) Tenant shall pay Landlord (within thirty (30) days after demand therefor) an amount equal to all reasonable out-of-pocket cost incurred by Landlord to have an engineer review the plans and specifications for such Antenna and the plans, specifications and method for attaching the Antenna to the Building (Landlord shall, upon Tenant's written request, provide Tenant with a written estimate of such costs before same are incurred), and (viii) such Antenna does not affect the use and performance (beyond standard levels acceptable in the industry) any antenna or other equipment that is on the roof of the Building prior to the installation of the Antenna. In addition, the style, color, materials and method of installation of any Antenna must be approved by Landlord (in its sole but reasonable discretion). Tenant shall maintain its Antenna in good condition and repair and in compliance with all applicable laws, rules, regulations and requirements. If Tenant installs any Antenna on the roof of the Building pursuant to this Section 14(b), Tenant shall have the use of conduits,

chases or other areas necessary for the operation and use of the Antenna from the Premises made available for such purpose by Landlord. The rights set forth in this Section 14 are personal to The County Board of Arlington County, Virginia and cannot be exercised by any assignee or subtenant or any other person or entity

(c) Prior to or contemporaneous with requesting Landlord's approval of the installation of an Antenna, Tenant shall provide to Landlord copies of the following in an assembled and organized format as reasonably determined by Landlord: (i) plans and specifications for such Antenna (including size, height, weight and color) and plans and specifications for installation thereof (the "*Antenna Plans*"); (ii) copies of all required governmental and quasi-governmental permits, licenses, special zoning variances, and authorizations, all of which Tenant shall obtain at its own cost and expense; and (iii) a policy or certificate of insurance evidencing such insurance coverage as is required by the terms of the Lease. Landlord may withhold its approval of the installation of an Antenna if the installation, operation or removal of such Antenna may (1) damage the structural integrity of the Building or void any warranty or guaranty applicable to the roof or Building, (2) materially interfere with any service provided by Landlord to the Building or any tenant or occupant thereof, (3) materially interfere with the use of any part of the Building by any tenant or occupant in the Building, (4) cause the violation of any zoning ordinance or other governmental or quasi-governmental law, rule or regulation applicable to the Building, or (5) reduce the amount of leasable space in the Building. Tenant shall not be entitled to rely on any such approval as being a representation by Landlord that such installation and operation is permitted by or in accordance with any zoning ordinance or other governmental or quasi-governmental law, rule or regulation applicable to the Building.

(d) Landlord, at its sole option and discretion, may require Tenant, at any time prior to the expiration of the Lease, to terminate the operation of an Antenna if it is causing physical damage to the structural integrity of the Building or voids any warranty or guaranty applicable to the roof or the Building, materially interfering with any other service provided by the Building, materially interfering with any other tenant's business, or causing the violation of any condition or provision of the Lease or any governmental or quasi-governmental law, rule or regulation applicable to the Building (now or hereafter in effect). If, however, Tenant can correct the damage or prevent said interference caused by such Antenna to Landlord's satisfaction within thirty (30) days after receipt by Tenant of a written notice from Landlord detailing the damage or interference, Tenant may restore its operation so long as Tenant promptly commences to cure such damage or interference and diligently pursues such cure to completion. If such damage or interference is not completely corrected within thirty (30) days, Landlord, at its sole option, may require that such Antenna be removed at Tenant's expense. If Landlord shall require that an Antenna be moved to another location on the roof, either to accommodate Landlord or to provide other tenants or occupants in the Building with access to the roof or the Property for placement of other antennas, other electrical equipment or other Landlord-approved uses or installations, Landlord shall have the right, at its sole expense, to relocate such Antenna to another place on the roof, provided that such new location does not materially adversely affect the operation of such Antenna.

(e) At the expiration or earlier termination of the Term (or upon termination of the operation of an Antenna), at Tenant's sole cost, each Antenna and all cabling and other equipment relating thereto shall be removed from the Building and the area where any such

Antenna was located shall be restored to its condition existing prior to such installation, subject to normal wear and tear, in a manner and with materials determined by Landlord. If Tenant fails to so remove any such Antenna, cabling and equipment as required in the immediately foregoing sentence, Tenant hereby authorizes Landlord, following Tenant's receipt of written notice to Tenant and a thirty (30) day period, to remove and dispose of any Antennas, to remove and dispose of the Antennas and charge Tenant for all reasonable costs and expenses actually incurred by Landlord in connection therewith. Tenant agrees that Landlord shall not be liable for any property disposed of or removed by Landlord. Tenant's obligation to perform and observe this covenant shall survive the expiration or earlier termination of the term of the Lease.

(f) Tenant covenants and agrees that the installation, operation and removal of any Antenna will be at its sole risk.

15. **Storage Space.** During the Term, Tenant shall continue to lease the 160 square foot Storage Space pursuant to the terms of the First Amendment, including without limitation, the Storage Rent and annual escalations thereof as set forth and defined therein.

16. **Additional Lease Modifications.**

(a) Article 1, Section T of the Original Lease is hereby deleted in the entirety and replaced with the following:

“Designation of Landlord’s Agent: Landlord’s resident agent for purpose of service of any process, notice, order, or demand required or permitted by law to be served upon Landlord is CT Corporation System, and the agent’s office address is: 4701 Cox Road, Suite 101, Glen Allen, Virginia 23060-6802.”

(b) The second and all subsequent sentences of Article 2 of the Original Lease are hereby deleted in the entirety.

(c) The phrase “Landlord’s Work” is deleted from the heading for Article 5 of the Original Lease. Additionally, Article 5, Section A of the Original Lease is hereby deleted in the entirety and replaced with “*Intentionally Omitted.*”

(d) The phrase “or are done as Landlord’s Work as set forth in Exhibit B attached hereto” is hereby deleted from Article 5, Section E, subsection (ii) of the Original Lease.

(e) The phrase “(and to the Premises if so designated in Exhibit B)” is hereby deleted from the first sentence of Article 7, Section D of the Original Lease.

(f) “Exhibit C” is hereby deleted from Article 8, Section A, subsection (i) of the Original Lease and is replaced with the following phrase “cabling, wiring and telecommunication equipment at the Premises.”

(g) Exhibit B of the Original Lease is hereby deleted in the entirety. All references to Exhibit B in the Lease and Lease Index are hereby deleted.

(h) Exhibit B-1 of the Original Lease is hereby deleted in the entirety. All references to Exhibit B-1 in the Lease are hereby deleted.

(i) Exhibit C of the Original Lease is hereby deleted in the entirety. All references to Exhibit C in the Lease and Lease Index are hereby deleted.

(j) Exhibit E of the Original Lease is hereby deleted in the entirety. All references to Exhibit E in the Lease and Lease Index are hereby deleted.

17. **Approval.** This Third Amendment shall not become effective unless and until The County Board of Arlington County, Virginia approves the Third Amendment (the "*Board Approval*"). Upon execution and delivery by Landlord of a Third Amendment that is acceptable to the County Manager, the County Manager shall use his reasonable best efforts to promptly obtain the approval of this Third Amendment of The County Board of Arlington County, Virginia consistent with the Arlington County process for review and submission of documents to The County Board of Arlington County, Virginia for consideration. If this Third Amendment is approved by the County Board, Tenant shall provide Landlord with a certified copy of the County Board action simultaneously with Tenant's delivery of the fully-executed Third Amendment to Landlord. If this Third Amendment is not approved by The County Board of Arlington County, Virginia, then Tenant shall not execute this Third Amendment and no liability whatsoever shall accrue, and Landlord and Tenant shall have no obligation whatsoever to each other with respect to this Third Amendment. If this Third Amendment is not approved by The County Board of Arlington County, Virginia by April 30, 2011 then, at Landlord's option exercised by written notice to Tenant no later than May 30, 2011, this Third Amendment shall become null and void and of no further force or effect.

18. **Brokerage.** Article 1, Section R of the Original Lease is hereby deleted in the entirety and replaced with the following:

“Brokers: Landlord: Cassidy Turley
 Tenant: None”

Landlord and Tenant each represent that they had no dealings with any real estate broker, finder or other person, with respect to this transaction in any manner, except the Landlord's Broker set forth in Article 1, Section R. Landlord hereby agrees to indemnify and hold harmless Tenant against and from any claim for any brokerage commission or other fees and all costs, expenses and liabilities in connection therewith, including, without limitation, attorneys fees and expenses, arising out of a breach of the foregoing representation. Landlord shall pay any commissions or fees that are payable to the Broker with respect to this transaction, in accordance with the provisions of a separate commission contract.

19. **Ratification.** The terms of the Lease, except as expressly modified by this Third Amendment, shall remain in full force and effect, including without limitation, the following Articles and Sections of the Original Lease: Article 9, Section A; Article 30 Sections R, S and U; and Article 31, Section 2.

20. **Governing Law.** This Third Amendment shall be governed and construed according to the laws of the Commonwealth of Virginia and shall bind and inure to the benefit of the successors and assigns of the undersigned.

21. **Conflicts.** To the extent that the provisions of this Third Amendment conflict with any provisions of the Lease, such provisions of this Third Amendment shall prevail and govern for all purposes and in all respects.

22. **Defined Terms.** Each capitalized term used in this Third Amendment shall have the same meaning ascribed to it in the Lease, unless specifically defined in this Third Amendment.

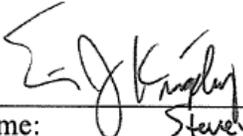
23. **Counterparts.** This Third Amendment may be executed in several counterparts and shall be valid and binding with the same force and effect as if all Parties executed the same Third Amendment.

24. **Effective Date.** Except as expressly set forth herein otherwise, the terms of this Third Amendment shall be effective on the date that this Third Amendment is last signed by a party hereto.

25. **Miscellaneous.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Lease). This Amendment contains and embodies the entire agreement of the parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the parties with respect to such matters, unless contained in this Third Amendment, shall be of any force or effect.

WITNESS the Parties have executed and delivered this Third Amendment under seal as of the date last signed by a party hereto.

WITNESS:


Name: Steven J. Kingsley

LANDLORD:

CPT FAIRFAX GLEBE, LLC, a Delaware limited liability company

By: 
Name: Daniel B. Bradley
Title: Authorized Signatory
Date: March 4, 2011

WITNESS:

TENANT:

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

Name: _____

By: _____
Name: _____
Title: _____
Date: _____, 2011

Approved as to Form:

County Attorney

Exhibit Attached:

Exhibit G-1 – Form of Amended and Restated Memorandum of Lease

EXHIBIT G-1

**FORM OF AMENDED AND RESTATED
MEMORANDUM OF LEASE**

**PREPARED BY AND
WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering and Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

RPC № 20023003

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

(Space Above for Recorder's Use)

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE (this "*Memorandum*") is made and entered into effective as of the _____ day of _____ 2011, by and between **CPT FAIRFAX GLEBE, LLC**, a Delaware limited liability company ("*Landlord*"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic ("*Tenant*").

1. **TERM AND PREMISES.** For the term and upon the provisions set forth in that certain written Deed of Lease dated as of July 3, 2001 ("*Original Lease*"), as amended by that certain First Amendment to Deed of Lease dated as of March 14, 2002 (the "*First Amendment*"), that certain Second Amendment to Deed of Lease dated as of January 31, 2011 (the "*Second Amendment*"), and that certain Third Amendment to Deed of Lease dated as of _____, 2011 (the "*Third Amendment*"). The Original Lease as amended by the First Amendment, the Second Amendment, the Third Amendment and as it may be amended in the future is hereafter referred to as the "*Lease.*" Pursuant to the terms of the Lease, Landlord leases to Tenant and Tenant leases from Landlord certain premises containing approximately 16,115 rentable square feet, located on the 15th floor ("*Premises*") of the building located at 1100 North Glebe Road, Arlington, Virginia 22201 ("*Building*") located in the County of Arlington, Commonwealth of Virginia, and more particularly described on **Exhibit A**, which exhibit is attached hereto and made a part hereof, all of which rights are more particularly described in the Lease, for a term commencing on February 1, 2012 and expiring on January 31, 2022. Tenant has the option to extend the term of the Lease for five (5) years pursuant to **Article 31, Section 1** of the Lease.

2. **PURPOSE OF MEMORANDUM.** This Memorandum amends and restates in its entirety that certain Memorandum of Lease dated as of July 5, 2001 by and between Landlord and Tenant, and recorded in the office of the Clerk of the Circuit Court of Arlington County,

IN WITNESS WHEREOF, this Amended and Restated Memorandum of Lease has been executed under seal as of the day and year first above written.

LANDLORD:

CPT FAIRFAX GLEBE, LLC, a Delaware limited liability company

By: [Signature]
Name: Daniel J. Bradley
Title: Authorized Signatory

STATE OF Massachusetts,
COUNTY/CITY OF Suffolk, to wit:

I, Sarah C. Smith, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Daniel J. Bradley, as an authorized signatory for **CPT FAIRFAX GLEBE, LLC**, a Delaware limited liability company, as Landlord, whose name as such is signed to the foregoing Amended and Restated Memorandum of Lease, appeared before me and personally acknowledged the same in my jurisdiction aforesaid as his/her act and deed and the act and deed of said limited liability company.

GIVEN under my hand and seal this 4th day of March 2011.

[Notary Seal]
My commission expires: _____
My Registration # _____

[Signature]
Notary Public



SARAH CATHERINE SMITH
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 10, 2012

[Tenant's signature contained on following page]

Approved as to form:

TENANT:

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

County Attorney

By: _____ (seal)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA,

COUNTY OF ARLINGTON, to wit:

I, _____, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of **The County Board of Arlington County, Virginia**, a body politic, as Landlord, whose name as such is signed to the foregoing Amended and Restated Memorandum of Lease (Parcel A), appeared before me and personally acknowledged the same in my jurisdiction aforesaid as his act and deed and the act and deed of said body politic.

GIVEN under my hand and seal this _____ day of _____ 2011.

[Notary Seal]

Notary Public

My commission expires: _____

My Registration # _____

**EXHIBIT A
DESCRIPTION OF PREMISES**

**DESCRIPTION OF
1100 N. GLEBE ROAD
ARLINGTON COUNTY, VIRGINIA**

All of the certain lot or parcel of land situated, lying and being in Arlington County, Virginia, and being more particularly described as follows:

Parcel "C" in the resubdivision made by CSX Minerals, Inc. (Formerly Western Pocahontas Corporation) as the same is duly dedicated, plated and recorded in Deed Book 2306 at page 340, among the Land Records of Arlington County, Virginia.

TOGETHER WITH all easements and rights, including specifically any easements granted to Glebe Road III Associates, a Virginia general partnership, pursuant to the Second Amended and Restated Declaration of Easement, dated March 1, 1989, and recorded among the records of the Clerk of the Circuit Court of Arlington County, Virginia on May 12, 1989 in Deed book 2382 at Page 979, SUBJECT HOWEVER TO the terms, limitation, and conditions, as set forth therein.

AND BEING the same property conveyed to Carr Realty, L.P., a Delaware limited partnership by deed from Glebe Road III Associates, a Virginia general partnership dated August 31, 1994 and recorded September 1, 1994 in Deed Book 2694 at Page 539 among the land records of Arlington County, Virginia.