

DATE OF LEASE: **MAY 28 2010**

LEASE # **GS-11B-02188**

THIS LEASE, made and entered into this date between Matomic Operating Co.

Whose address is: c/o Matomic Operating Co.
2122 Massachusetts Avenue, Suite 12
Washington, DC 20008

And whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total **3,889** BOMA Rentable Square Feet (BRSF) [equivalent to **3,317** ANSI BOMA Office Area Square Feet (BOASF)] of office space on a portion of the 8th floor of the building known as 1717 H. Street NW, Washington, DC 20006 as noted on the attached floor plan and made a part hereof.

To be used for OFFICE AND RELATED PURPOSES.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN (10) YEAR FIRM term beginning on the commencement date determined in accordance with section 3.17 "Construction Schedule of Tenant Improvement" of the SFO # 07-014, and ending Ten (10) YEARS later.
3. The Government shall pay the Lessor an annual rent of **\$145,384.11 (\$37.38 / BRSF (\$37.383417331) which is equivalent to \$43.83 / BOASF)** at the rate of **\$12,115.34** per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of **\$23,782.89 (\$7.17 / BOASF)** and has real estate taxes, and to amortize a tenant improvement allowance of **\$66,340.00 (\$20.00 / BOASF)** at eight (8) percent per annum. Rent checks shall be made payable to: Matomic Operating Co., 2122 Massachusetts Avenue, Suite 12, Washington, DC 20008. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be paid by the Government in accordance with the SFO # 07-014.

The Government's percentage of occupancy for real estate tax purposes shall be **1.22%** based on **3,889** RSF / **318,085** RSF, subject to confirmation of the rentable areas of the Government-leased space and the entire building.

- ~~4. The Government may terminate this lease at any time by giving at least _____ day's notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after day the date of mailing.~~

5. (Intentionally deleted)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- a) Prior to substantial completion of the leased premises, Lessor shall submit a Fire Protection & Life Safety Evaluation, Attachment #4, completed by a Certified Fire Protection Engineer (CPFE). The Lessor shall correct all deficiencies and comply with all recommendations identified in the Evaluation, as well as the recommendations and findings of the GSA Fire Protection Engineer Section's review of the Evaluation. Notwithstanding anything in the SFO or its attachments to the contrary, this lease shall not become effective until all deficiencies have been corrected and all recommendations complied with.

LESSOR Matomic GOV'T JB

- b) Pursuant to Paragraph 3 "Tenant Improvement", the annual rental rate recited in paragraph 3 includes amortized Tenant Improvement Allowance (TIA) of \$66,340.00 (\$20.00 / 3,317 BOASF). The Government will amortize the TIA at an annual interest rate of eight (8) percent per annum over the firm term of the lease. The Government shall have the right to repay the TIA via lump sum payment to the Lessor as additional rent. The Lessor shall ensure that the space meets and comply with all UFAS/ADA codes according to the SFO. Upon completion of tenant improvements and acceptance thereof by the Government a Supplemental Lease Agreement (SLA) shall be executed by both parties memorializing the amount of tenant improvement funds used by the Government, the payment method and any change in the rental payment
- c) Lessor shall convey the existing systems furniture on the 8th floor in its "as-is" condition, without any warranties, certification or any representations as to the condition of the furniture whatsoever.
- d) The Government will accept the Reuse plan submitted in accordance with SFO Paragraph 4.3. The Government will not request or be entitled to a rent credit for such warm-lit shell improvements identified and accepted in the Plan, and the Lessor shall convey all Tenant Improvement items identified in the Reuse Plan at no cost to the Government. However, the Lessor shall be responsible for maintaining all items in paragraph 1.8 "Building Shell Requirements" in good repair and tenantable condition throughout the term of this Lease in accordance with the requirements of the Lease and its attachments. The acceptance of such items contained in the Reuse Plan does not relieve the Lessor from any other obligations it may have in the Lease for future alterations, maintenance, repairs, replacements and/or other improvements, whether at its cost or at the Government's cost and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the Lease (SFO) and shall result in the quality and function of the premises no less than the quality and function indicated in the Lease (SFO).
- e) Pursuant to Paragraph 7.3 "Overtime Usage", the rate for overtime HVAC service to the premises governed by the Lease shall be \$20.00 per hour.
- f) Daytime Cleaning: The rate for daytime cleaning is and additional \$.60 per BOASF which is not included in the rent.

7. The following are attached and made a part hereof:

- 1) SOLICITATION FOR OFFERS (SFO) #07-014, 52 PAGES
- 2) RIDER A, 2 PAGES
- 3) FIRE & LIFE SAFETY RIDER # 1, 1PAGE
- 4) SECURITY RIDER #2, 1 PAGE
- 5) REUSE PLAN, 1 PAGE
- 6) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 7) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 8) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
- 9) ATTACHMENT #4 TO THE SFO, FIRE SAFETY, 12 PAGES
- 10) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 2 PAGES
- 11) GSA FORM 1364, PROPOSAL TO LEASE SPACE, 4 PAGES
- 12) GSA FORM 3517B, GENERAL CLAUSES, 32 PAGES
- 13) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
- 14) FLOORPLAN OF LEASED AREA, 1 PAGE

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

LESSOR:

Ann Maiatico
By: Ann Maiatico

BY

Title: ~~President~~ VICE PRESIDENT

IN PRESENCE OF

Marcus Puljino
Name:

Address 2122 Mass. Ave. N.W.
D.C. 20008

UNITED STATES OF AMERICA

BY

[Signature]

TITLE

CONTRACTING OFFICER GSA NCR