

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: JUL 27 2009

LEASE #GS-11B-02114

THIS LEASE, made and entered into this date by and between RP MRP Courthouse, LLC, whose address is:

c/o MRP Realty  
1133 21<sup>st</sup> Street, NW  
Suite 720  
Washington, DC 20036

and whose interest in the property hereinafter described is that of OWNER hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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

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

A total of 28,961 BOMA rentable square feet (BRSF) equivalent to 24,695 ANSI/BOMA Office Area square feet (BOASF) of office and related space, on the third floor, being the area cross hatched on the floor plan attached as Exhibit A and made part hereof, as well as two (2) reserved parking spaces for Official Government Vehicles, in the building located at 1310 North Courthouse Road, Arlington, VA 22201.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term beginning on the commencement date determined in accordance with Paragraph 3.19 of Solicitation for Offers No. 08-21. The parties will execute a supplemental lease agreement after the commencement date to memorialize the commencement and expiration dates of the lease term.
3. The Government shall pay the Lessor the annual rent of \$1,273,994.39 (\$51.59 per BOASF or \$43.99 per BRSF) at the rate of \$106,166.20 per month in arrears. Rent for a lesser period shall be prorated. The annual rent shall be in addition to operating expense and tax adjustments during the lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to: RP MRP Courthouse, LLC c/o MRP Realty, 1133 21<sup>st</sup> Street, NW, Washington, DC 20036. Notwithstanding the above, the first six (6) months of rent for the firm lease term shall be abated, which is equivalent to an abatement of \$636,997.20.
4. [Intentionally Deleted]
5. [Intentionally Deleted]
6. Commission and Commission Credit – The Lessor has agreed to pay a lease commission of [REDACTED] of the firm term value of this lease, payable in accordance with the SFO. The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (CB Richard Ellis, Inc.) shall forego [REDACTED] of the Commission ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, as well as the agreement between the Lessor and the Broker dated October 15, 2008.

Notwithstanding Paragraph 3 of this Standard Form 2, the monthly installments of annual rent due and owing under this lease for months seven (7) and eight (8) of the Lease term shall be reduced as follows to fully recapture this Commission Credit. The credit for the seventh (7<sup>th</sup>) month shall be [REDACTED] and thus the rent due for the seventh (7<sup>th</sup>) month shall be [REDACTED]. The credit for the eighth (8<sup>th</sup>) month shall be [REDACTED] thus the rent due for the eighth (8<sup>th</sup>) month shall be [REDACTED].

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A) All services, improvements, alterations, repairs, and utilities as defined by this lease.
  - B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$42.08 per BOASF

*[Handwritten signature]*

(\$35.89 per BRSF) Tenant Improvement allowance amortized at 0.0% over the initial firm term, which amortization amount equals \$4.21 per BOASF (\$3.59 per BRSF) per year. The total amount of the Tenant Improvement allowance is \$1,039,165.60. The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense. Any additional Tenant Improvements will be amortized over the term of the lease at 10%.

- C) The adjustment for vacant premises shall be \$1.50 per BRSF per annum in accordance with Paragraph 3.15 of SFO No. 08-021.
- D) The shell lease rate is \$38.54 per BOASF (\$32.87 per BRSF), which shall be flat during the term of the Lease.
- E) Pursuant to Paragraph 3.5 of the SFO, the Government's percentage of Occupancy is 7.63% for tax purposes. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.
- F) Pursuant to Paragraph 3.11 of the SFO, the "Common Area Factor" is calculated to be 1.1728, as calculated: 28,961 BRSF/ 24,695 BOASF.
- G) The base amount for annual operating costs adjustments is \$218,365.94 (\$8.84 per BOASF/ \$7.54 per BRSF), which shall be adjusted annually by the CPI in accordance with Paragraph 3.7 of SFO No. 08-021.
- H) Notwithstanding anything in the SFO or the attachments thereto to the contrary, the rate for overtime HVAC services shall be \$45.00 per hour per floor or any portion of a floor. The Government reserves the right to have the Lessor provide documentation confirming the overtime HVAC rate reflects the actual costs incurred by the Lessor.
- I) Notwithstanding anything to the contrary in the SFO (including Section 6.14(A)(3)), the Lessor shall allow the Government to affix, at the Government's sole expense, an antennae to the roof, parapet or building envelope, subject to weight and wind load conditions and approval by government agencies with jurisdiction thereof at no additional cost. The Government's installation of equipment on the building's roof, parapet or envelope shall be coordinated through the Lessor and shall be installed in a professional manner as to not damage the building's watertight integrity and upon the end of the term or earlier termination of the Lease, the Government shall remove such equipment and repair any damage caused to the building by the affixing or removal of such equipment.
- J) The provisions of SFO No. 08-021 shall govern security measures at the Building. If increased security is required for the building beyond that outlined in the SFO, such security measures shall be performed at the Government's sole expense.
- K) Pursuant to paragraph 1.3(B) 1. of the SFO, the Lessor shall make available for lease parking spaces for Government use based on the Government's prorata share of on-site parking available at the building, which shall at least meet current local code requirements. The cost for such parking shall be an additional charge and shall be at the Government employees' expense. The cost for parking shall be at the prevailing market rate.
- L) Pursuant to SFO paragraph 1.10(B), markup and fees for tenant alteration hard construction costs, and any other services contracted for through Lessor inclusive of Lessor's profit and overhead and general contractor's profit and overhead, shall not exceed an aggregate total of 15%.
- M) All janitorial services outlined in paragraph 7.7 of the SFO shall be performed during Normal Hours, at no additional cost to the Government.
- N) The Lessor, at its sole cost, shall complete all of the correction items on Rider Number One prior to Lease Commencement.
- O) If there is any conflict between this SF-2 and Amendment #1 and the balance of the Lease, the terms specified in this SF-2 and Amendment #1 shall govern.

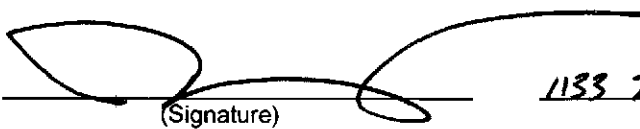
8. The following are attached and made a part hereof:

- A) Floor plan of leased area, 1 page;
- B) Solicitation for Offers #08-021, 52 pages;
- C) GSA Form 1364A, 2 pages;
- D) Attachment #1, Rate Structure, 1 page;
- E) Attachment #2, Pre-Lease Security Plan, 7 pages;
- F) Attachment #4, Fire Protection & Life Safety Evaluation, 32 pages;
- G) GSA Form 1217, Lessor's Cost Statement, 3 pages;
- H) GSA Form 3517B, General Clauses, 33 pages;
- I) GSA Form 3518, Representations And Certifications, 7 pages;
- J) Rider #1, Fire Protection & Life Safety Recommendations, 1 page;
- K) Amendment #1, 1 page;

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

RP MRP Courthouse, LLC

By

  
(Signature)

1133 21ST STREET, SUITE 720  
(Address)  
WASHINGTON, DC 20036

Date:

5/27/09

IN PRESENCE OF:

  
(Signature)

1133 21ST STREET, SUITE 720  
(Address)  
WASHINGTON, DC 20036

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY

  
Lisa Richmond

Contracting Officer  
(Official title)

