

**STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601**

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

**DATE OF LEASE:**

**SEP 09 2009**

**LEASE #GS-11B- 02124**

THIS LEASE, made and entered into this date between **2800/2900 Crystal Drive Property, LLC.**

Whose address is: 770 Township Line Road  
Suite 150  
Yardley, PA 19067

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

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

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

A total of approximately **27,823 ANSI BOMA Rentable Square Feet (BRSF)** being **23,145 ANSI BOMA Office Area Square Feet (BOASF)** consisting of 6,709 BRSF (5,581 BOASF) on the 3<sup>rd</sup> floor; 18,548 BRSF (15,430 BOASF) on the 4<sup>th</sup> floor; and 2,566 BRSF (2,134 BOASF) on the 5<sup>th</sup> floor in the building located at **Potomac Gateway North, 2800 Crystal Drive, Arlington, VA 22202**, as noted on the attached floor plan and made a part hereof.

To be used for office and related purposes as determined by the Government.  
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2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 3.17 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.  
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3. The Government shall pay the Lessor an annual rent of \$903,349.35 (\$32.4677192 / BRSF or \$39.03 / BOASF) at the rate of \$75,279.11 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$186,780.15 (\$6.7131564 / BRSF or \$8.07 / BOASF), base real estate taxes, and \$92,580.00 to amortize a tenant improvement allowance of \$462,900.00 (\$20.00 / BOASF) at zero percent (0%) annual interest. The operating cost base includes the daytime cleaning premium of \$1.23 / BOASF. Rent checks shall be payable to **2800/2900 Crystal Drive Property, LLC.**, at the address shown below:

770 Township Line Road  
Suite 150  
Yardley, PA 19067  
\*\*\*\*\*

4. ~~The government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~  
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5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a \_\_\_\_\_ at an annual rent of \_\_\_\_\_, payable at the rate of \_\_\_\_\_ per month in arrears. The operating cost base and base year real estate taxes shall be recalculated for a new 12-month period at the beginning of the option term. The Government shall exercise its renewal option if at all by providing the Lessor with written notice of the Government's intent to exercise such option at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR *EGP* GOV'T *DA*

(rev. 4/17/2008)

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 Government occupancy, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto and made a part hereof.
- b) Tenant Improvements: Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater than \$20.00/BOASF, the rent shall be adjusted accordingly. In the event the total cost of tenant improvements is less than \$20.00/BOASF, the unused amount shall be given as a free rent credit. (See SFO Section 3.2) Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of nine percent (9%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$973,941.60 (\$42.08 / BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed between 8:30 am and 4:30 pm, Monday through Friday.
- d) The Government's percentage of occupancy for real estate tax purposes shall be 15.88%, based on 27,823 BRSF / 175,225 BRSF, subject to confirmation of the total rentable area of the entire building.
- e) The HVAC Overtime rate shall be \$35 per hour.
- f) The general contractor's total fees for overhead and profit shall not exceed 10%, the total fees for general conditions shall not exceed 6% and the total fees for construction management/coordination fees shall not exceed 4%. Architectural and engineering fees, if any, shall not exceed 7%. Any such fees will be paid for out of the tenant improvement allowance.
- g) In the case of discrepancies between this SF-2, its riders and the remainder of the Lease, this SF-2 and its riders shall govern.

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

1. Solicitation For Offers (SFO) # 07-016, 48 pages ✓
2. Solicitation Attachment #1, Rate Structure, 1 page ✓
3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page ✓
4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages ✓
5. Solicitation Attachment #4, Fire and Life Safety Report, Including GSA Fire Protection Branch Review, pages ✓
6. GSA Form 1217, Lessor's Annual Cost Statement, 1 page ✓
7. GSA Form 3517, General Clauses, 32 pages ✓
8. GSA Form 3518, Representations and Certifications, 8 pages ✓
9. Floor Plans of Leased Area, 2 page ✓
10. Rider #1 - Fire & Life Safety, 1 page ✓
11. Rider #2 - Security Requirements, 1 page ✓

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

LESSOR: 2800/2900 Crystal Drive Property, LLC.

BY: ROY C. PERRY

BY

RCP

Date 5/15/09

TITLE

SENIOR VICE PRESIDENT

IN PRESENCE OF

Leanne Thomas

ADDRESS

770 Township Line Rd, Suite 100  
Yardley PA 19067

UNITED STATES OF AMERICA

BY

Clarence Small

CONTRACTING OFFICER, GSA, NCR