

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

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

DATE OF LEASE: AUGUST 28, 2009

LEASE #GS-11B- 02138

THIS LEASE, made and entered into this date between: **1550 and 1560 Wilson Co. LLC**

Whose address is: 750 9th Street, NW
Suite 700
Washington, DC 20001

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 **43,961 Rentable Square Feet (RSF)**, being **35,530 ANSI BOMA Office Area Square Feet (BOASF)**, and being a portion of the Second Floor (5,574 BOASF), a portion of the Third Floor (2,592 BOASF), the entire Fourth Floor (18,353 BOASF) and a portion of the Fifth Floor (9,011 BOASF) of the building known as 1550 Wilson Boulevard, as noted on the attached floor plans and made a part hereof, with the address being 1550 Wilson Boulevard, Arlington, VA 22209.

To be used for office and related purposes as determined by the Government.

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.

3. The Government shall pay the Lessor an annual rent of \$1,613,417.30 (\$45.41 /BOASF [\$44.53 + \$.88 daytime cleaning) at the rate of \$134,451.44 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$301,294.40 (\$8.48 /BOASF), base real estate taxes, and \$172,900.92 to amortize a tenant improvement allowance of \$710,600 (\$20.00 /BOASF) at eight percent (8%) annual interest. The operating cost base includes the daytime cleaning premium of \$.88 /BOASF. Rent checks shall be payable to the following address: 1550 AND 1560 Wilson Co. LLC at Bank of America, P.O. Box 406944, Atlanta, GA 30384-6944. All electronic payments to Landlord shall be paid to the following account: Account Name: 1550 AND 1560 Wilson Co. LLC; Account

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.~~

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 rental rate of _____, payable at the rate of _____ per month in arrears.

If the Government exercises its renewal option, the Lessor shall be entitled to all accrued operating costs and the rent shall continue to be adjusted for operating costs escalations and real estate tax adjustments as provided in SFO 07-016, such operating costs escalations and real estate tax adjustments to be made based on the original base operating costs and base real estate taxes. The renewal option shall become effective provided notice be given in writing to the Lessor 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 Gov't

(rev. 6/16/2009)

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) 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. Any work required pursuant to this paragraph shall be completed prior to substantial completion of the tenant improvements to the leased premises.
- b) Tenant Improvements: The cost of improvements, if any, shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent (if applicable). In the event that the total cost of tenant improvements is greater or less than \$20 /BOASF, the rent shall be adjusted accordingly. In the event that the total cost of the tenant improvements is less than \$20/BOASF, the rent over the then-remaining term of the lease shall be reduced accordingly. At the Government's option, the unused portion of the tenant improvement fund may be converted to free rent, to be used during the first month of the lease following execution of the above-referenced SLA and continuing into subsequent months of the lease term until exhausted. Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of ten percent (10%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$1,495,102.40 (\$42.08/BOASF) in tenant improvements.
- e) The Government's percentage of occupancy for real estate tax purposes shall be 30.68%, based on 43,961 RSF / 143,313RSF, subject to confirmation of the total rentable area of the entire building.
- f) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph (which fees are based on the assumption that all work will be performed at the same time and under same construction contract and permit) For standard office buildout, the general contractor's total fees for overhead and profit shall not exceed 5% and the general contractor's fees for general conditions shall not exceed 5%. For standard office buildout, the Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 8% and architecture & engineering fees, if any, shall not exceed \$3.15/BOASF. Any such fees will be paid for out of the T/I Allowance. The Government shall have the right to renegotiate these fees in the event of a scope of work substantially decreased from that contemplated in the SFO and its attachments.
- g) The HVAC overtime rate shall not exceed \$50/hour per floor for the initial firm term of the Lease, subject to a four (4) hour minimum charge for overtime. If the Government exercises its renewal option pursuant to Paragraph 5 above, then the HVAC overtime rate shall not exceed \$57.96/hour per floor, subject to a four (4) hour minimum charge.
- ~~h) The Government shall have the right to acquire up to 79 parking permits in association with the Lease. Parking permits shall be acquired via separate service contract between the Government's end user and the Lessor's parking contractor. During the Initial Term, the cost for parking permits shall not exceed \$130 per month per unreserved space or \$260 per month per reserved space. Any future adjustments to such parking rates shall not exceed three percent (3%) of the prior year's parking rate.~~
- i) In the event of a discrepancy between the terms of this SF-2, Rider #1, Rider #2, and Rider #3 and the SFO and its attachments, the terms of this SF-2, Rider #1, Rider #2 and Rider #3 shall control.
- j) ~~Lessor shall ensure that restrooms are provided in compliance with the most current requirements of the Americans with Disabilities Act (ADA). In the event that alterations are required in order to bring the existing restrooms into ADA compliance, the square footage quoted in this Form SF-2, but not the rate per square foot, will be modified accordingly.~~

Lessor

(SL)

Gov't

LR

INITIALS

Lessor	Govt.
(SL)	LR

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

1. Solicitation For Offers (SFO) # 07-016, 52 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
6. [Intentionally Omitted]
7. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
8. GSA Form 3517, General Clauses, 32 pages
9. GSA Form 3518, Representations and Certifications, 7 pages
10. Floor Plans of Leased Area, 4 pages
11. Rider #1 - Security Requirements, 1 page
12. Rider #2 - Fire & Life Safety, 6 page
13. Rider #3 - Additional Terms

SIGNATURE BLOCK ON FOLLOWING PAGE

Revised 6/16/09

SL LR

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

LESSOR: 1550 and 1560 Wilson Co. LLC

Gregory B. Meyer
President
Sr. Vice President

BY: [Signature]
Print Name: GREG MEYER

TITLE: 750 9TH ST NW
WASHINGTON DC 20001

IN PRESENCE OF [Signature]
ANGELA JOHNSON

ADDRESS: Simon Carney
Vice President and
Regional Counsel

BY: [Signature]
Print Name: SIMON CARNEY

TITLE: _____

IN PRESENCE OF [Signature]
MANAZERINE FOSTER

ADDRESS: 750 9TH ST, NW
SUITE 700
WASHINGTON, DC 20001

UNITED STATES OF AMERICA

BY: [Signature]

CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2

Revised 6/16/2009

EXCEPTION TO SF2 APPROVED

[Signature] LR