

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

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

DATE OF LEASE:

February 11, 2011

LEASE #GS-11B-02282

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 19067-4231

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 9,431 Rentable Square Feet (RSF), being **7,925 ANSI BOMA Office Area Square Feet (BOASF)**, and being a portion of the 4th Floor of the building known as Potomac Gateway South, as noted on the attached floor plans and made a part hereof, with the address being 2900 Crystal Drive, Arlington, VA 22202-3556.

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 5.12 "Construction Schedule and Acceptance 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 \$344,896.00 (\$43.52 / BOASF) at the rate of \$28,741.33 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$58,565.75 (\$7.39 / BOASF), base real estate taxes, and \$55,585.95 to amortize a tenant improvement allowance of \$277,929.75 (\$35.07 / BOASF) at zero percent (0%) annual interest. Government shall be entitled to a rent credit in the amount of \$28,741.33 to be applied against the monthly fully serviced rental payment until exhausted. The operating cost base includes the daytime cleaning premium of \$0.15 / BOASF. Rent checks shall be payable to 2800/2900 Crystal Drive Property, LLC, at the address shown above.

4. Intentionally Deleted

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 FIVE-YEAR TERM at an annual rental rate of \$374,456.25 (\$47.25 / BOASF [\$47.10 / BOASF + \$0.15 / BOASF daytime cleaning premium]), payable at the rate of \$31,204.69 per month in arrears. The operating cost and tax bases shall be recomputed for a new five-year term at the beginning of the option term. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 11-VA. 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.

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, 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. Any work required pursuant to this paragraph shall be completed prior to substantial completion of the tenant improvements to the leased premises.

LESSOR *[Signature]*

GOV'T *[Signature]*

(rev. 12/17/10)

- b) Tenant Improvements: The cost of improvements 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 \$35.07/BOASF, the rent shall be adjusted accordingly. Tenant improvements financed by the Lessor above the initial \$35.07 per BOASF shall be amortized at the annual interest rate of eleven percent (11%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$333,484.00 (\$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) The Government's percentage of occupancy for real estate tax purposes shall be 5.53%, based on 9,431 RSF / 170,444 RSF, subject to confirmation of the total rentable area of the entire building.
- d) The Lessor shall cause all cleaning within the Government's demised area to be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.
- e) 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. The general contractor's total fees for overhead and profit shall not exceed 6% and the general contractor's fees for general conditions shall not exceed 6%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 6% and architecture & engineering fees, if any, shall not exceed 5%. Any such fees will be paid for out of the T/I Allowance.
- f) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$35/hour. If requested by the Government, the Lessor shall provide documentation, including but not limited to, an inventory of equipment operated, past utility bills and other pertinent information as requested, in support of the HVAC overtime rate.
- g) The Government's end user shall have the right to acquire up to 16 parking spaces in association with this lease. Parking spaces shall be acquired via separate service contract between the Government's end user and the Lessor's parking contractor, at market rates not to exceed \$125 per month per unreserved space or \$240 per month per reserved space.
- h) In the event of a discrepancy between the terms of this SF-2 and the SFO and its attachments, the terms of this SF-2 shall control.

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

1. Solicitation For Offers (SFO) # 11-VA, 54 pages
2. Amendment Number 1 to SFO #11-VA, 4 pages
3. Rider #1 - Security Requirements, 1 page
4. Rider #2 - Fire & Life Safety, 1 page
5. Solicitation Attachment #1, Rate Structure, 1 page
6. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
7. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
8. Solicitation Attachment #4, Fire and Life Safety Report
9. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
10. GSA Form 3517, General Clauses, 32 pages
11. GSA Form 3518, Representations and Certifications, 7 pages
12. Floor Plans of Leased Area, 2 pages
13. Small Business Subcontracting Plan

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

Brian Fitzgerald

TITLE:

Senior Vice President

IN PRESENCE OF

Charlotte Sharma

ADDRESS:

UNITED STATES OF AMERICA

BY

CONTRACTING OFFICER, GSA, NCR