

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

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE **JAN 20 2011**

LEASE # **GS-11B-02262**

THIS LEASE, made and entered into this date between: **PS BUSINESS PARKS, LP**

Whose address is: 2751 Prosperity Avenue, Suite 150  
Fairfax, VA 22031-4343

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 30,315 BOMA Rentable Square Feet (BRSF) [yielding 29,765 ANSI BOMA Office Area Square Feet (BOASF)] of office and related space, located in the office building known as ParkEast Corporate Center III, located at 13990 ParkEast Circle, Chantilly, VA 20151. To be used for OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit "A", hatched area of the floor plans).

2. TO HAVE AND TO HOLD said premises with their appurtenances for a five (5) year firm term beginning on the lease commencement date to be determined in accordance with section 3.18 "Construction Schedule of Tenant Improvement" of the SFO, and ending five (5) years later, subject to the renewal right hereinafter set forth.

3. The Government shall pay the Lessor a total annual rent of **\$641,138.10 (\$21.15/BRSF), which is equivalent to \$21.54/BOASF**), at the rate of **\$53,428.18** per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of **\$191,091.30 (\$6.42/BOASF or \$6.30/BRSF)**, base year real estate taxes, and **\$119,060.00** to amortize a tenant improvement allowance of **\$595,300.00 (\$20.00/BOASF)** at zero percent (0%) annual interest over the five (5) year lease term. The operating cost base includes the daytime cleaning premium of **\$1.00/BOASF or \$29,765.00** per year. Payment of CPI adjustments to operating costs and adjustments for real estate taxes shall be made by the Government in accordance with SFO # 07-016. Rent checks shall be made payable to: PS Business Parks, LP, 2751 Prosperity Avenue, Suite 150, Fairfax, VA 22031.

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 day of mailing.~~

5. The Government shall have the right to one (1) renewal option for a \_\_\_\_\_ year firm term at an annual rental rate of \_\_\_\_\_ at the rate of \_\_\_\_\_ per month in arrears, plus cumulative operating expense adjustments from the initial lease term (i.e., accrued operating expense adjustments are not included in the specified rental rate for the renewal term). Rent shall continue to be adjusted for operating cost escalations as provided in SFO 07-016. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO section 3.5, using the base year established for the initial firm term. 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 the renewal term. Said notice shall be computed commencing 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) FIRE & LIFE SAFETY: Notwithstanding any other provision of the Lease, prior to substantial completion of the leased premises, the Lessor shall correct all deficiencies and comply with all recommendations and findings of the completed Fire Protection & Life Safety Evaluation (SFO Attachment #4) prepared by a Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of Attachment #4 which are set forth in Rider No.2 attached hereto.

LESSOR PS GOV'T USA

- b) **TENANT IMPROVEMENTS:** The annual rental rate recited in paragraph 3 includes amortized Tenant Improvement Allowance (TIA) of **\$595,300.00 (\$20.00 x 29,765 BOASF)**. The TIA is amortized in the rent at an annual interest rate of 0% (zero percent) per annum over the firm term of the lease. The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance included in the rent, using the 0% amortization rate. In addition to the noted Tenant Improvement Allowance included in the rent, the Government shall have the right to utilize up to a total of \$35.07 per BOASF of Tenant Improvement Allowance. The additional Tenant Improvement Allowance used above the initial \$20.00 per BOASF shall be amortized at a rate of 12% over the firm term of the lease. 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) Pursuant to Paragraph 3.5 of the SFO, the Government's percentage of occupancy is 36.39% for tax purposes, as calculated: 30,315/83,305 BRSF.
- d) Pursuant to Paragraph 3.11 of the SFO, the "Common Area Factor" is calculated to be 1.01847 as calculated: 30,315 BRSF/29,765 BOASF.
- e) The base amount for annual operating costs adjustments is \$191,091.30 (\$6.30 per BRSF/\$6.42 per BOASF), which shall be adjusted annually by the CPI in accordance with Paragraph 3.7 of the SFO.
- f) Pursuant to Paragraph 7.2 of the SFO: services, utilities and maintenance shall be provided daily, extending from 7:00 AM to 6:00 PM, except Saturdays, Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be \$50.00 for the leased premises per hour, beyond normal hour schedule. This rate shall be subject to annual escalations per Paragraph 3.7 of the SFO. The Government and Lessor reserve the right to request annually on the anniversary of the lease to have the Lessor provide documentation to confirm that the overtime HVAC rate reflects the actual costs incurred by the Lessor. If the overtime HVAC rates do not reflect the actual costs incurred by the Lessor, the Lessor and Government agree to re-negotiate this rate which will be reflected in a Supplemental Lease Agreement
- g) **DAYTIME CLEANING:** Lessor shall cause all janitorial work in the Government space to be performed between 7:00 am and 5:30 pm, Monday through Friday, excluding federal holidays.
- h) The general contractor's total fees for overhead and profit shall be 6%, the total fees for general conditions shall be 3% and the total fees for construction management/coordination fees shall be 6%. Architectural and engineering fees, shall be 10% of the Tenant Improvement Allowance. Any such fees will be paid for out of the tenant improvements allowance.
- i) Three days after the execution of the lease the Lessor shall ensure that the space is ready and available for Tenant build out.


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

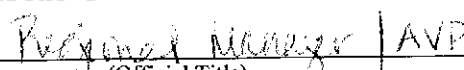
- 1) SOLICITATION FOR OFFERS (SFO) #07-016, 47 PAGES
- 2) SECURITY RIDER # 1, 1 PAGE
- 3) FIRE & LIFE SAFETY RIDER # 2, 1 PAGE
- 4) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 5) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 6) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
- 7) ATTACHMENT # 4, FIRE AND LIFE SAFETY EVALUATION, 8 PAGES
- 8) SMALL BUSINESS SUBCONTRACTING PLAN, 13 PAGES
- 9) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
- 10) GSA FORM 3517B GENERAL CLAUSES, 33 PAGES
- 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
- 12) FLOOR PLAN "EXHIBIT A" 1 PAGE

In the event of a conflict between the terms of this SF-2 and the SFO or its attachments, the terms contained in this SF-2 shall prevail.

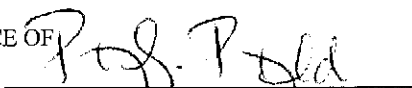
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: PS Business Parks, LP  
By: Business Parks, inc, General Partners

  
By: Keith Summers

 / AVP  
(Official Title)

IN PRESENCE OF

  
Name:

2751 Prosperity Avenue, Suite 150, Fairfax, VA 22031

UNITED STATES OF AMERICA

BY   
Marcia E. Parkes

CONTRACTING OFFICER, GSA, NCR, , PBS  
(OFFICIAL TITLE)