

LEASE NO. GS-11B-12552

Succeeding/Superseding Lease
GSA FORM L202 (January 2012)

This Lease is made and entered into between

1722 Eye Street Associates, LP c/o Willco Companies

("the Lessor"), whose principal place of business is 7811 Montrose Road, Suite 500, Potomac, MD 20854-3300, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

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

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1722 Eye Street, NW, Washington, DC 20006-3705

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

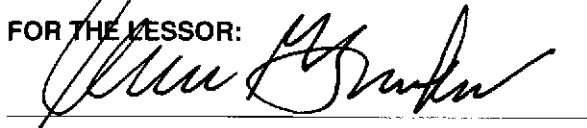
FIFTEEN (15) YEARS FIRM

To Have and To Hold the said Premises with their appurtenances for the term beginning June 7, 2012 and continuing through June 6, 2027

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

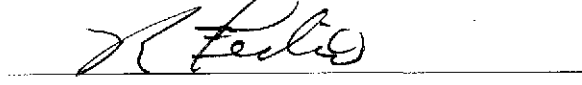
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:



Name: **STEVEN G. FISCHER**
Title: **GENERAL PARTNER**
1722 EYE STREET ASSOCIATES L.P.
Date: **11/14/2012**

FOR THE GOVERNMENT:



Robert Federico
Contracting Officer
Date: **12/31/12**

WITNESSED BY:



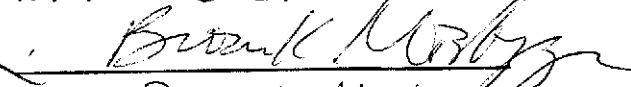
Name: **BILLIE B. FISCHER**
Title:
Date: **11.14.12**

FOR THE LESSOR:



Name: **Richard S. Cohen**
Title: **General Partner, 1722 Eye Street Associates, LP**
Date: **11/30/2012**

WITNESSED BY:



Name: **Brian K. Mistysyn**
Date: **11/30/12**

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011) – MODIFIED: SEE SECTION 7.01

~~Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.~~

The Premises are described as follows:

Office and Related Space: **95,242** rentable square feet (RSF), yielding **85,303** ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of **1.11651%**, located on a **portion of the upper mezzanine** and on the **second (2nd), third (3rd), fourth (4th), fifth (5th), and sixth (6th) full floor(s)** of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: **11** parking spaces as depicted on the plan attached hereto as Exhibit B of which **11** shall be structured inside spaces reserved for the exclusive use of the Government, **0** shall be inside parking spaces, and **0** shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011) – MODIFIED: SEE SECTION 7.01

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	6/7/2012-6/6/2027	
	Annual Rent	Annual Rate/RSF
Shell Rent	\$3,152,407.90	\$33.09
Tenant Improvements rent ¹	\$85,303.00	\$0.90 ³
Operating Costs	\$1,047,662.00	\$11.00
Building Specific Security ²	\$84,330.06	\$0.89 ³
Total Annual Rent	\$4,369,702.96	\$45.88

¹ The Tenant Improvements of \$1,279,545.00 are amortized at a rate of 0.00 percent per annum over 15 years.

² Building Specific Security Costs are amortized at a rate of 0.00 percent per annum over 15 years.

³ Rates may be rounded.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)

A. **Jones Lang LaSalle Americas, Inc.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 4 Rental Payment **\$364,141.91 (OF WHICH \$262,700.66 IS SHELL RENT)** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

Month 5 Rental Payment **\$364,141.91 (OF WHICH \$262,700.66 IS SHELL RENT)** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011) - INTENTIONALLY DELETED

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **XX** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (SEPT 2011) - INTENTIONALLY DELETED

This Lease may be renewed at the option of the Government for a term of **XX YEARS** at the following rental rate(s):

	OPTION TERM, YEARS XX - XX	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$XX	\$XX
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR XX OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **XX** days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT	2	
GSA FORM 3517B GENERAL CLAUSES	46	
GENERAL CLAUSES RIDER	1	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	
FIRE / LIFE SAFETY RIDER	10	
SEISMIC CERTIFICATION AND RIDER	6	
EXHIBIT A - FLOOR PLAN(S)	2	A
EXHIBIT B - PARKING PLAN	1	B
BUILDING ASSESSMENT REPORT (BAR) DATED APRIL 12, 2012	122	C
SECURITY REQUIREMENTS	4	D

Where there are conflicts between this GSA Form L202 and any of the documents listed here in 1.07, the more stringent shall apply.

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease.

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **52.66** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **95,242** RSF by the total Building space of **180,872** RSF.

1.10 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$464,947.72**.

1.11 OPERATING COST BASE (SEPT 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$11.00** per rentable sq. ft. (**\$1,047,662.00**/annum).

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$2.00** per ABOA sq. ft. of space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (SEPT 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$70.00 per hour per floor

1.14 24-HOUR HVAC REQUIREMENT (APR 2011) – MODIFIED: SEE SECTION 7.01

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be requested in writing by the Contracting Officer and shall be provided by the Lessor as a direct pass-thru to the Government. ~~The Lessor shall separately submit a 24-hour HVAC and bill at cost which will include the depreciation of the supplemental HVAC unit utilized.~~

1.15 BUILDING IMPROVEMENTS (JUNE 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. See the Fire Protection and Life Safety rider to this Lease;
- B. See the Seismic Certification rider to this Lease;
- C. Building Assessment Report (BAR), Exhibit C to this Lease, deficiency items noted on pages 9-13 of the BAR with the exception of the following items: A021, A022, M001, M002, M003, M004 and M008;
- D. Restrooms: The Public men's and ladies bathrooms on each office floor where this Government tenant is occupied shall be refurbished to meet standards consistent with quality GSA occupied office buildings in the Washington metropolitan area.