

STANDARD FORM 2
FEBRUARY 1966 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUN - 9 2011

LEASE #GS-11B-02286

THIS LEASE, made and entered into this date between Lyon's Mane Limited Partnership
Whose address is:

110 Ice House Point Drive
Queenstown, Maryland 21658

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 7,723 Rentable Square Feet (RSF) being 7,700 ANSI BOMA Office Area Square Feet (BOASF), located at 1905B 9th Street, NE, Washington, DC 20018.

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 a term of ten (10) years (the "Term") beginning on September 1, 2010 (the "Commencement Date") and continuing through August 31, 2020 subject to the right to terminate effective as of the last day of the fifth (5th) full lease year of the Term (the "firm term") as set forth below.

3. The Government shall pay the Lessor an annual rent of \$355,509.00 (\$46.17 /BOASF) at the rate of \$29,625.75 per MONTH in arrears commencing upon the Commencement Date, and continuing thereafter for the Firm Term of the Lease. The Government shall pay the Lessor an annual rent of \$277,597.61 in arrears commencing upon September 1, 2015. The difference between the two annual rental amounts represents the fact that the tenant improvement allowance was amortized during the firm term. Adjustments for operating costs and real estate taxes shall continue during the term in accordance with the respective paragraphs in the SFO. Rent for a period of less than one full month at the beginning or end of the Term shall be prorated. The annual rent includes an operating cost base of \$55,902.00 (\$7.26 /BOASF), base real estate taxes, and \$77,911.39 per annum to amortize a tenant improvement allowance of \$324,016.00 (\$42.08 /BOASF) at (7.5%) annual interest over the firm term. The operating cost base includes the daytime cleaning. Rent checks shall be payable to Lyon's Mane Limited Partnership, at the address shown below:

2903 Kirtland Ave
Forestville, Maryland 20747

Payments may be made by Electronic Funds Transfer in accordance with Clause 24 of the General Clauses, GSA Form 3517, attached to and made a part of this Lease.

4. The Government may terminate this lease effective upon the last day of the fifth (5th) full year of the Term by giving at least 180 days' prior notice in writing to the Lessor. If the Government exercises such early termination by timely written notice to Lessor, no rental shall accrue after the effective date of such termination. The number of days of said notice shall be computed commencing with the day after the date of mailing.

5. Intentionally omitted.

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(rev. 1/5/2007)

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 substantial completion of the expansion premises, 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: Lessor shall make the Tenant Improvement Allowance in the amount \$324,016 (\$42.08/BOASF) available immediately following lease execution, but such amount shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the sole discretion to direct disbursement of the Tenant Improvement Allowance funds in accordance with SFO Paragraph 3.2 "Tenant Improvements." Upon substantial completion of improvements in the expansion premises by Lessor and acceptance thereof by the Government (which acceptance shall not be unreasonably withheld), the cost of improvements and date of commencement of the Term of this Lease as to the expansion premises shall be memorialized in a Supplemental Lease Agreement (SLA). In no event shall the total cost of tenant improvements as memorialized in such SLA be less than \$42.08/BOASF. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process, with the understanding that bidding shall take place at the trade/subcontractor level. Any work items provided by the General Contractor, or for which there are not at least three qualified bidders at the trade/subcontractor level, shall be subject to the Government review of cost and pricing data.
 - c) Pursuant to section 4.5 (Normal Hours) of the SFO, as part of the rental consideration set forth herein, services, utilities, and maintenance shall be provided daily 7:00 am to 6:00 pm Monday through Friday, with Saturdays Sundays and Federal Holidays excluded. Daytime cleaning is included.
 - d) The Government's percentage of occupancy for real estate tax purposes shall be 35.34%, based on 7,723 RSF / 21,855 RSF, subject to confirmation of the total rentable area of the entire building. Additionally, the negotiated Real Estate Tax Base (that is, the agreed-upon base for Real Estate Taxes applicable to the Premises) for calculating future Tax Adjustments is determined to be \$24,149.59 (\$3.14/BOASF).
 - e) Pursuant to section 4.3 (Operating cost base) of the SFO, the operating cost base for determining future Operating Cost Adjustments is \$55,902, \$7.26/BOASF
 - f) The general contractor's total fees for overhead and profit and the Lessor's total construction management fees for the Tenant Improvements for the Government's space shall be as allocated on the Attachment to Form 1364. Any such fees will be paid for out of the Tenant Improvement Allowance.
 - g) The existing premises is currently under lease GS-11B-00199, the Government shall accept the existing premises in its existing condition as of the Commencement Date with no representation or warranty except as may otherwise be herein expressly provided. The acceptance of the existing premises in its existing condition does not relieve the Lessor from the obligation in this Lease to maintain and repair (or replace if necessary) the building shell and life safety in compliance with the standards set forth in the lease. Lessor covenants and agrees that such items will be in good repair and tenantable condition upon the Commencement Date. The intent of this qualification is to recognize that the Government may find such items or conditions to be at least minimally acceptable with regard to the Government's continued occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of the lease commencement or by any other specified date(s). Further the lessor is to maintain (or replace, if necessary) such items or conditions so that they remain in "good repair and tenantable condition" throughout the term of this lease. Lessor is not relieved from requirements contained in the lease for future alterations, repairs, replacements, construction and/or improvements. If replacement is or becomes necessary, such replacement must be no less than equal in quality and function to the existing alterations and meet all applicable current local building codes.
 - h) The HVAC Overtime rate shall be \$37.00 per hour, subject to adjustment semiannually based upon the difference between the estimated utilities on GSA Form 1217, attached hereto, and the actual bills paid by Lessor and presented to the Government. Lessor reserves the right to install submeters and charge overtime services based upon actual cost.
 - i) In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.
 - j) Pursuant to SFO Paragraph 4.4 "Adjustment for Vacant Premises," the Adjustment for Vacant Premises as defined by the Lease and its Attachments shall be \$1.00 per RSF (or \$1.03 per BOASF). An Adjustment for Vacant Premises shall only be applicable to space completely vacated by the Government and for which the Lessor is no longer required to provide maintenance and operating services. The Adjustment to the rent for vacant space on a floor shall take effect only after the Government has completely vacated one-half or more of that floor. This Adjustment to the rent is to be taken by the Government thirty (30) calendar days after notice and complete vacation of the space. The Operating Cost Base shall be reduced at the same rate for such vacated space.

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(rev. 1/5/2007)

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

1. Solicitation For Offers (SFO) ODC2129,
2. GSA Form 1364, 2 pages
3. Small Business Subcontracting Plan
4. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
5. GSA Form 3517, General Clauses, 32 pages
6. GSA Form 3518, Representations and Certifications, 7 pages
7. Floor Plans of Leased Area, 1 page
8. Rider #1 - Fire & Life Safety, 4 pages

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

LESSOR: Lyon's Mane Limited Partnership

BY

Name

IN PRESENCE OF

ADDRESS

2903 Kirtland Ave, 20742

UNITED STATES OF AMERICA

BY

Name

CONTRACTING OFFICER, GSA, NCR