

LEASE NO. (PENDING)

Standard Lease
GSA FORM L201C (October 2012)

This Lease is made and entered into between

Parcel 47D LLC, c/o Republic Properties Corporation

(Lessor), whose principal place of business is 1280 Maryland Avenue, SW Suite 280, Washington DC 20024, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

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

1201 Maryland Avenue SW, Washington DC 20024-1629

and more fully described in Section 1 and Exhibit A-1, A-2, A-3, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

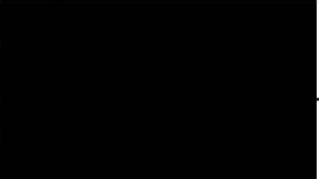
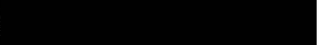

LEASE TERM

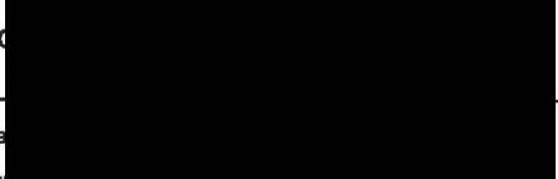
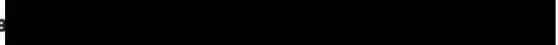
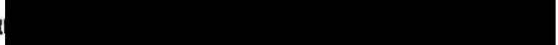
To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

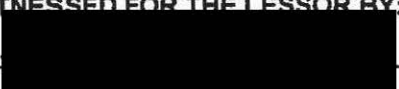
15 Years, 15 Years Firm,

The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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 
Name: 
Title: 
Entity Name: Parcel 47D LLC
Date: 9/4/2013

FOR THE 
Name: 
Title: 
General Services Administration, Public Buildings Service
Date: December 4, 2013

WITNESSED FOR THE LESSOR BY:

Name: JULIA HILSON
Title: Vice President
Date: 9/4/2013

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 87,286 rentable square feet (RSF), yielding 73,934 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the partial 5th, 6th, and entire 7th floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A-1, A-2, A-3.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.18 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: The location of the 8 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 8 shall be structured/inside 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 any such additional spaces shall be provided at market rates which shall be subject to adjustment over time.

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. Should the Government wish to place a rooftop antenna or antennae on the Building, subject to Lessor's reasonable approval normal size and location restrictions, then there will be an additional charge. The additional charge per antenna, should the Government elect to add such equipment, shall be subject to annual increases. These antenna licenses shall be substantially in the same form as Lessor's other Government antenna SLA's.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

| | FIRM TERM |
|--|-----------------------|
| | ANNUAL RENT |
| SHELL RENT ¹ | \$1,947,976.35 |
| TENANT IMPROVEMENTS RENT ² | \$ 315,582.84 |
| OPERATING COSTS ³ | \$ 1,002,914.41 |
| BUILDING SPECIFIC AMORTIZED CAPITAL ⁴ | \$ 224,966.40 |
| PARKING | \$ 0.00 |
| TOTAL ANNUAL RENT | \$3,491,440.00 |

¹Shell rent (Firm Term) calculation: \$22,3172 per RSF multiplied by 87,286 RSF
²The Tenant Improvement Allowance of \$2,592,866.38 is amortized at a rate of 9 percent per annum over 15 years.
³Operating Costs rent calculation: \$11,4900 per RSF multiplied by 87,286 RSF
⁴Building Specific Amortized Capital (BSAC) of \$1,848,350 are amortized at a rate of 9 percent per annum over 15 years

- B. This sub-paragraph is intentionally deleted.
- C. This sub-paragraph is intentionally deleted.
- D. This sub-paragraph is intentionally deleted.

E. 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.

F. Rent shall be paid to 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 (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

LESSOR: AG GOVERNMENT: ced

G. 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 the paragraph entitled "The Premises."

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.

H. This sub-paragraph is intentionally deleted.

I. The Lessor shall grant the Government additional cash allowance equal to \$621,045.60. The Government, at its sole discretion, may elect to use the additional cash allowance to fund additional improvements or as additional free rent.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. DTZ 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 DTZ 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:

The first 18 months (totaling \$5,237,160) of full service rent (including shell rent, amortized cost of tenant improvement allowance, amortized cost of building specific security, and cost of services) have been abated. Payment of rent shall commence in the nineteenth month of the lease term as specified below:

Month 19 Rental Payment \$290,953.33 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 19th Month's Rent.*

Month 20 Rental Payment \$290,953.33 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 20th Month's Rent.*

Month 21 Rental Payment \$290,953.33 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 21st Month's Rent.*

Month 22 Rental Payment shall commence in full.

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 INTENTIONALLY DELETED

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------------|
| FLOOR PLAN(S) | 3 | A-1, A-2, A-3 |
| PARKING PLAN(S) | 1 | B |
| AGENCY SPECIFIC/SPECIAL REQUIREMENTS/PROGRAM OF REQUIREMENT -- (PENDING) | 27 | |
| SECURITY REQUIREMENTS LEVEL III | 11 | C |
| SECURITY UNIT PRICE LIST | 3 | |
| GSA FORM 3517B -- GENERAL CLAUSES | 46 | |
| GSA FORM 3518 -- REPRESENTATIONS AND CERTIFICATIONS | 10 | |
| SMALL BUSINESS SUBCONTRACTING PLAN | 13 | |
| FIRE PROTECTION AND LIFE SAFETY EVALUATION FINDINGS | 2 | D |

1.14 INTENTIONALLY DELETED

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$11.49 per RSF (\$1,002,914.41/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph 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 \$1.85 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

a. The general cost for incidental (i.e., non-continuous) after hours HVAC service shall be \$79/Hour for all of the centrally conditioned general portions of the Premises (i.e., non-special, non-supplemental covered areas). That unit price shall be subject to:

i. The unit price shall be subject to annual adjustment for proportionally to increase in average annual \$/KW from the second year after Lease commencement; and,

ii. There shall be 2 hours per use minimum charge on weekdays; and a 4 hours minimum charge on weekends and Holidays.

iii. The Lessor will abate up to 100% of the charge for the Government's incidental use of the extended normal work day general office areas (excluding special spaces with dedicated or unusual HVAC requirements) for the full 15 years of the Lease Term on the following basis:

1. The extended hours shall be for up-to 3 hours from end of normal operating time after on normal Government days of operation.
2. In the interests of not wasting energy and other resources, the Government shall designate if it needs the services for its extended hours use general office space in the Premises to receive after working hours HVAC that it believes needs to be conditioned. This determination shall be at the Government's sole reasonable discretion.
3. For the Government's requested information purposes only, in the first year: Assuming that the Government elects to fully utilize this after hours utility option, assuming 251 days/annum x 3 hours day x \$79 = \$59,487/Annum which would be abated over the initial Term of the Lease.

b. For extended after-hours operations use, (i.e. non-incident), the additional charges shall increase equitably to reflect Lessor's additional expenses for utility consumption, equipment servicing, staffing, accelerated wear-and-tear.

c. Rooms that require special services shall be on special HVAC systems that are constructed by the Government as part of Tenant Improvements work.

i. The cost of operating and maintaining such rooms shall be paid for as additional costs;

ii. The Lessor shall make available its reasonably available 24-7 separate condenser water loop. The Government may connect to such loop (in lieu of installing, operating and maintaining separate condenser water equipment on the rooftop.) In such event, the Government shall pay for it on a \$/Ton of connected load that the Lessor makes available. That charge shall be subject to reasonable annual adjustment. (For information only, the 2012 charges are \$45/Ton per month. Landlord is prepared to offer Government condenser water for about 90 Tons of connected load at this time.)

For the Government's requested information purposes only, in the first year: Assuming supplemental cooling units utilizing the Building's 24/7 condenser water loop (instead of the Government having to bear the first cost expenses of installing, continuing maintenance, and higher energy use of it's own rooftop units), and the LAN and Security Rooms are estimated to be \$16,320/Annum.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

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 provided by the Lessor at an annual rate of \$/A per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the space, the Lessor shall complete the following additional Building improvements:

- A. All findings and recommendations found in the fire protection and life safety evaluation.

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.