

**LEASE NO. GS-11B-12601**

Standard Lease  
GSA FORM L201C (June 2012)

This Lease is made and entered into between

**6010 Executive I LLC and 6010 Executive II LLC, as Tenants in Common, C/O RDP Management, Inc.**

("the Lessor"), whose principal place of business is 4416 East-West Highway, Suite 300, Bethesda, Maryland, 20814-4566 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

**Washington Science Center, 6010 Executive Boulevard, Rockville, MD 20852-3801**

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, 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 firm term beginning July 1, 2014 and continuing through June 30, 2019,

subject to termination and renewal rights as may be hereinafter set forth.

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

[Redacted Signature]

[Redacted Signature]

Name: Ronald D. Paul

Title: Manager

Entity Name: 6010 Executive I LLC and 6010 Executive II LLC

Date: \_\_\_\_\_

Title: GSA Contracting Officer

Entity Name: \_\_\_\_\_

Date: January 14, 2014

[Redacted Signature]

WIT

Name: \_\_\_\_\_

Title: C.O.O.

Date: \_\_\_\_\_

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.

LESSOR: [Signature] GOVERNMENT: [Signature]

**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: 18,946 rentable square feet (RSF), yielding 16,333 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space based upon a common area factor of 1.16, consisting of 5,654 RSF (4,874 ABOA) located on the 1<sup>st</sup> floor and 13,292 RSF (11,459 ABOA) located on the 6<sup>th</sup> floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**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: 6 reserved surface parking spaces for the exclusive use of the Government. In addition, the Lessor shall make available for lease at then current market rates such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property up to a maximum of 57 spaces. Visitor parking policy currently provides the first 60 minutes free with a charge every hour after the initial 60 minutes. Government shall be provided 60 days prior notice of any change to this policy.

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. Location and installation of equipment is subject to approval by the Lessor which shall not be unreasonably withheld. All costs associated with the providing, installing, and maintaining such equipment shall be the responsibility of the Government.

**1.03 RENT AND OTHER CONSIDERATION (JUN 2012)**

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

	FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT <sup>1</sup>	\$192,892.73	\$10.181185
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 127,234.07	\$6.715616
OPERATING COSTS <sup>3</sup>	\$ 151,733.57	\$ 8.008739
BUILDING SPECIFIC SECURITY <sup>4</sup>	N/A	N/A
TOTAL ANNUAL OFFICE RENT	\$471,860.37	\$24.905540
PARKING RENT <sup>5</sup>	\$12,600	N/A
<b>TOTAL ANNUAL RENT (OFFICE AND PARKING)</b>	<b>\$484,460.37</b>	<b>\$25.570589</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$10.181185 per RSF (or \$11.81 per ABOA) multiplied by 18,946 RSF

<sup>2</sup>The Tenant Improvement Allowance is amortized at a rate of 0.00 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$8.008739 per RSF (or \$9.29 per ABOA) multiplied by 18,946 RSF

<sup>4</sup>N/A

<sup>5</sup>Parking cost is for 6 reserved surface parking spaces as further described under sub-paragraph G below

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 16,823 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E. 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.

F. 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.

G. Parking shall be provided at a rate of \$175 per parking space per month (Reserved Surface).

1.04 ~~RENT CONCESSIONS (JUN 2012) INTENTIONALLY DELETED~~

1.05 ~~TERMINATION RIGHTS (AUG 2011) INTENTIONALLY DELETED~~

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
FULL SERVICE RENTAL RATE <sup>1</sup>	[REDACTED]	[REDACTED]
PARKING RENT <sup>3</sup>	[REDACTED]	[REDACTED]
TOTAL ANNUAL RENT (OFFICE AND PARKING)	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 5 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

<sup>1</sup>Annual rent (option term) calculation: [REDACTED]

<sup>2</sup>Rental rate is rounded

<sup>3</sup>Parking cost is for 6 reserved surface parking spaces as further described under sub-paragraph G below

provided notice is given to the Lessor at least 180 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 IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
SOLICITATION ATTACHMENT #2 – CONSTRUCTION SCHEDULE	2	B
SECURITY REQUIREMENTS	3	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	11	E
PRE-LEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION AND RIDER	16	F

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$38.95 /ABOA. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This total amount of \$636,170.35 is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0.00 percent (0%). Lessor agrees to make available an additional tenant improvement allowance of up to \$42.08/ABOA. The tenant improvement allowance is available solely for tenant improvements required by the Government for occupancy of the existing user. Upon completion of improvements in the Leased Premises by the Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than the \$636,170.35 already included in the annual rent as set forth in Paragraph 1.03, then the rent shall be adjusted accordingly. Tenant improvements financed

by the Lessor above the \$38.95 / ABOA up to \$42.08 / ABOA shall be amortized at eleven percent (11%) annual interest. Notwithstanding any provisions of GSA Form L201C to the contrary, the Government shall not amortize more than \$687,292.64 (\$42.08/ABOA) in tenant improvements. No tenant improvements in excess of \$42.08/ABOA shall be funded by the Lessor. The Government reserves the right to convert any unused portion of the first \$636,170.35 of this allowance as a rental abatement (which shall be applied to the most current installments of rent then due until exhausted) or to reduce the annual rent as set forth in Paragraph 1.03; any such action thus taken shall be memorialized by SLA along with the amortization payment amount and revised rent.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)**

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

- C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:
1. Reduce the TI requirements;
  2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
  3. Negotiate an increase in the rent.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	<b>INITIAL BUILD-OUT</b>
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	<b>10%</b>

Lessor's Project Management Fee includes and shall not exceed: General Contractor's overhead and profit of 6%, General contractor's general conditions of 6%, and Offeror's construction and management/coordination fees of 6%. Any such fees will be paid for out of the T/I Allowance.

**1.11 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 14.09 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 18,946 RSF by the total Building space of 134,450 RSF.

**1.12 REAL ESTATE TAX BASE (JUN 2012)**

The Real Estate Tax Base, shall be as defined in the "Real Estate Tax Adjustment" paragraph of the Lease.

**1.13 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 \$9.29 per ABOA (\$151,733.57 / annum).

**1.14 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 full floor increment 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. The rate will be reduced by \$2.75 per ABOA SF of space vacated by the Government.

**1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

- \$ 90 per hour for the entire Space.

**1.16 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 a rate to be negotiated when service is requested.

**1.17 BUILDING IMPROVEMENTS (JUN 2012)**

In addition to construction and the Tenant Improvements as required in this Lease, the Lessor shall complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) not later than 120 days after the lease execution date or as otherwise mutually agreed to:

- A. Window Film: Lessor shall, at Lessor's sole cost and expense, install the window film as specified in Exhibit C.
- B. Fire & Life Safety: Lessor shall, at Lessor's sole cost and expense, perform all fire and life safety upgrades outlined in the attached Exhibit F, Fire and Life Safety Rider prior to Government's acceptance of the space.

**1.18 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.