STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATIO	
DATE OF LEASE: LVA 01712 LEASE GS-11B-	
THIS LEASE, is made and entered into this date between whose address is	CESC Plaza Limited Partnership c/o Charles E. Smith Real Estate Services L.P. 2345 Crystal Drive Arlington, VA 22202

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 278,101 BOMA rentable square feet (BRSF), such rentable space yielding approximately 245,000 BOMA office usable square feet (BOUSF), of office and related space located at 2200 Crystal Drive, Arlington, VA, and 16 reserved parking spaces, such space to be used for such office and related purposes as are determined by the Government. The leased space is as follows:

Fioor	BOMA Rentable	BOMA Office
· · ·	Area	Usable Area
G-1	4,405	4,350
First	32,234	27,716
Second	20,716	17,549
Third	25,642	22,905
Fourth - Eleventh (full floors)	24,388 (each floor)	21,560 (each floor)
Totals	278,101	245,000

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term commencing on (see Paragraph "J" of this SF2) through (see Paragraph "J" of this SF2), subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of:

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\$8,001,700.00 at the rate of \$666,808.33 per month in arrears (\$32.66 per BOUSF / \$28.77264 per BRSF). Rent shall be in addition to Operating Expense Adjustments and Tax Adjustments accruing during the term of the Lease as per the attached Solicitation for Offers. Rent checks shall be made payable to: CESC Plaza Limited Partnership, c/o Charles E. Smith Real Estate Services L.P., P.O. Box 642006, Pittsburgh, PA 15264-21006. The aforementioned total annual rental paid by the Government is comprised of the following:

	Rent (Floors G-1 – 11) –		\$7,063,350.00 (\$28.83 per BOUSF X 245,000 BOUSF)
•	Tenant Improvement Allowance -	~	\$938,350.00 (amortized cost of \$38.30 per BOUSF at 0.00%)
	Total Annual Rent -		\$8,001,700.00 (\$32.66 per BOUSF X 245,000 BOUSF)

5.- This lease may be renewed at the option of the Government, for the following terms and at the following rentals: Such option shall become effective provided notice be given in writing to the Lossor at least ______days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, maintenance, as well as any other rights and privileges stipulated by this Lease and its Attachments to be included as a component of the rental consideration.

B. Pursuant to Paragraph for the Offer," the Lessor shall provide to ' dovernment a Tenant Improvement Allowance in the amount of 2001 and 2001 shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in any manner associated with any Government-expense connected with this Lease, including but not limited to the funding of: tenant and building shall design and improvements; additional Lessor-provided services; services provided by third-party consultants or technical advisors; and/or to offset the Government's rental obligation to the Lessor. This Tenant Improvement Allowance is included in the rent. The Tenant Improvement Allowance has been amortized at a rate of 0.00% over the ten (10) year firm Lease term. The total amount of the Tenant Improvement Allowance is \$9,383,500.00. The Government may use the Tenant Improvement Allowance anytime during the term of this Lease. A mutually agreed upon Supplemental Lease Agreement will be executed that illustrates the utilization of the Tenant Improvement Allowance and a rent credit, if any.

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"The actual cost of any tenant or building shell improvements directed by the Government will be determined by the competition and cost proposal process as set forth in Paragraph 3.17.D. "Bidding Process", with the understanding that bidding shall take place at the subcontractor level and any work items provided for which there are not at least three qualified bidders shall be subject to Government review of cost and pricing data. All architectural and engineering fees for tenant and building chell improvements directed by the Government shall be paid for from the Tenant Improvement Allowance. Such architectural and engineering fees shall be at the Government's expense.

C. Pursuant to Paragraph 1.8 "How to Offer," it is agreed that the general contractor's total fees for overhead and profit for the any improvement's directed by the Government shall be 9.00% (including change orders), and the Lessor's total construction management fees shall be 0.00% (including change orders). The Lessor or General Contractor shall add any required regulatory fees and permit expenses at cost without any markup. All of these fees will be paid for out of the Tenant Improvement Allowance.

D. The Lessor remains responsible for any necessary maintenance, repair, and/or replacement in accordance with the requirements of this lease, including the attached SFO.

E. Pursuant to Paragraph 1.13 "Broker Commission," the Lessor shall be responsible for paying all brokerage commissions due in connection with the consummation of this Lease. A commission in the total amount of the gross aggregate value of the annual rental payments due under this Lease, excluding future Operating Cost and Real Estate Tax adjustments, payments for parking in excess of the 16 spaces included in the annual rent and rent to amortize any improvement allowance in excess of the foregoing amount being approximately (such commission amount being approximately (see P) (i.e., the comments provement Allowance noted above (such commission amount being approximately (S&S)") who has acted as the Government's proker in connection with this transaction. The foregoing commission amount shall be paid in full upon Lease execution.

F. Pursuant to Paragraph 3.3 "Tax Adjustment", the Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall be 92.69%, based upon the total building square footage of 300,022 BRSF.

G. Pursuant to Paragraph 3.6 "Operating Costs Base", the Operating Cost Base for purpose of calculating future Operating Cost Adjustments as provided by the Lease and its Attachments shall be \$6.21 per BOUSF. For all Government installed supplemental HVAC equipment or concealed package air conditioning equipment installed by or for the Government (including equipment installed by or for the Government both prior to and after the date of this lease), the Lessor shall operate and maintain the equipment and the Government shall reimburse the Lessor for all maintenance and utility costs therefore (using separate meters or sub-meters), with such costs to be determined pursuant to Paragraph 33 "Changes" of the GSA Form 3517B.

H. Pursuant to Paragraph 3.9 "Common Area Factor", the Add-On Factor is determined to be 1.1351, calculated: <u>278.101 BRSF - 245,000 BOUSF</u> 245,000 BOUSF

I. Pursuant to Paragraph 3.13 "Adjustment for Vacant Premises" the Adjustment for Vacant Premises as defined by the Lease and its Attachments shall be \$1.51 per BOUSF. 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.

J. The space shall be constructed consistent with the design and construction schedule and information in Attachment 2 of the Lease. The Lessor and the Government may mutually agree to accelerate the duration required to complete any item on the schedule, and the entire schedule shall accelerate. The start date for the initial task shall commence upon the full execution of this Lease. All subsequent tasks/events, including the acceptance of

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space by the Government, st accordingly with the durations remained and and reflect the appropriate schedule in Attachment 2 of the set. Pursuant to Clause No. 12 of GSA Form 78, the Government shall accept the Premises in partial increments upon substantial completion of each and shall pay pro rata rent as each increment is accepted. The composite lease commencement date and the composite rent commencement date shall be established consistent with Paragraph 3.17 "Construction Schedule of Tenant Improvements." In any event, the Government will not be required to accept space and commence rent prior to October 1, 2005, per Paragraph 1.7 "Occupancy Date" of the Solicitation.

The Government shall issue a Supplemental Lease Agreement establishing the composite lease commencement date after the acceptance of all space. Furthermore, the Government shall receive two months of free rent without any payment of base rent, amortization of tenant improvements, or operating expenses for the initial term, which shall be the two months immediately following the composite rent commencement date for all space under the lease.

K. Pursuant to Paragraph 7.3 "Overtime Usage", the rate for overtime HVAC service to the premises governed by this Lease shall be \$88.27 per hour Monday through Saturday for the entire leased premises, beyond the Normal Hour Schedule; provided, however, if the hours of overtime requested are consecutive to the end of the Normal Hour Schedule in the Solicitation, then the rate for up to four such consecutive hours shall be \$41.38 per hour and the rate for service beyond such four consecutive hours shall be \$88.27. The aforesaid rate of \$41.38 per hour shall be limited to a total of five business days each month and shall be valid only so long as the Federal Supply Service is the occupant of all of the space pursuant to this Lease. The rate for overtime HVAC service to the premises shall be \$103.90 per hour on Sundays and holidays. Notwithstanding the hours of HVAC service, the Government shall have the right to occupy and use the subject-leased premises at any time on any day throughout the lease term. Such use/occupancy may include, but shall not be limited to, full access to the premises and appurtenant areas as well as the use of business machinery within the premises.

L. Daytime cleaning may be required for portions of this space, pursuant to paragraph 7.5(a) "Janitorial Services". If the Government requires such services, the additional cost for daytime cleaning is **paragraph** per BOUSF per annum and the Government shall pay such amount as additional rent and the Operating Cost Base shall also be increased by such amount for purposes of calculating future Operating Cost Adjustments as provided by this Lease.

M. The Government shall have the right to establish a building ID and visitor pass program for all persons entering the building and to administer and enforce such program. In addition, the Government shall have the right to install magnetometers and x-ray machines in or adjacent to the building lobby and to require all visitors to be screened through such machines prior to entry. The Government's security personnel will be required to afford the employees and the visitors of non-Governmental tenants access on an unescorted basis to the privately leased premises and common areas of the building. The Government's security personnel will be required to afford the employees and contractors of Lessor access to the building at all times on an unescorted basis to provide management and operations services as required by this Lease. All costs to implement or associated with such security program shall be borne by the Government, including costs of installation and operation of equipment, all badging and id costs, all security personnel cost, and any increased maintenance and utility costs resulting from compliance with such security procedures.

N. In addition to correcting any deficiencies identified in Attachment #4, Fire and Life Safety Evaluation, if any, the building common areas (areas outside the BOUSF) shall fully conform to the National Fire Protection Association (NFPA) Standards set forth in the Solicitation and the Uniform Federal Accessibility Standard (UFAS).

O. in the case of discrepancies between this SF2 and its attachments, this SF2 shall govern.

- 7. The following are attached and made a part hereof:
 - A. Attachment 1 Floor plans 12 Pages
 - B. Attachment 2 Construction Schedule
 - C. Exhibit A Building Renovation Plan 7 Pages
 - D. Solicitation for Offers #03-029 (including Amendment #1) 44 Pages
 - E. GSA Form 1217 "Lessor's Annual Cost Statement" 1 Page
 - F. GSA Form 3517B 28 Pages
 - G. GSA Form 3518 5 Pages
 - H. Small Business Subcontracting Plan 6 Pages
 - I. Attachment #4 to the SFO "Fire and Life Safety Evaluation" To be provided upon completion of building renovations

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8. The following changes were i _____ it mis lease prior to its execution:

Paragraphs 4 and 5 have been deleted in its entirety.

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

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ВҮ	BY
IN PR	omer JANAL 10 man
OF	ADDRESS_ 2345 Constant Drive, Helington, VA 22202