

DATE OF LEASE: APRIL 14, 2010

LEASE #GS-11B- 02180

THIS LEASE, made and entered into this date between **Brandywine Acquisition Partners, LP**

Whose address is: 3141 Fairview Park Drive
Suite 200
Falls Church, VA 22042

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 **5,508 ANSI BOMA Rentable Square Feet (BRSF)** being **4,771 ANSI BOMA Office Area Square Feet (BOASF)** consisting of a portion of the 4th floor in the building located at **8521 Leesburg Pike, Vienna, VA 22182**, as noted on the attached floor plan and made a part hereof.

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 the five (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 3.17 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$156,345.67 (\$32.77 / BOASF) at the rate of \$13,028.81 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$36,498.15 (\$7.65 / BOASF), base real estate taxes, and \$19,084.00 to amortize a tenant improvement allowance of \$95,420.00 (\$20.00 / BOASF) at zero percent (0%) annual interest. The operating cost base includes the daytime cleaning premium of \$0.69 / BOASF. Rent checks shall be payable to **Brandywine Acquisition Partners, LP**, at the address shown below:

P.O Box 75592
Baltimore, MD 21275-5592

4. ~~The government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a _____ at an annual rent of _____ / BOASF), payable at the rate of _____ per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 07-016. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO 07-016. The Government shall exercise its renewal option if at all by providing the Lessor with written notice of the Government's intent to exercise such option at least 180 calendar 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.

LESSOR

GOV'T

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 Government occupancy, the 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: Upon completion of improvements by 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 to be paid by the Government. Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of nine percent (9%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$200,763.68 (\$42.08 / BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed between 8:30 am and 4:30 pm, Monday through Friday.
- d) The Government's percentage of occupancy for real estate tax purposes shall be 3.65%, based on 5,508 BRSF / 150,897 BRSF.
- e) The HVAC Overtime rate shall be \$50 per hour.
- f) The general contractor's total fees for overhead and profit shall not exceed 10%, the total fees for general conditions shall not exceed 6% and the total fees for construction management/coordination fees shall not exceed 6%. Architectural and engineering fees, if any, shall not exceed \$4.50 per BOASF. Any such fees will be paid for out of the tenant improvement allowance.
- g) In the case of discrepancies between this SF-2, its riders and the remainder of the Lease, this SF-2 and its riders shall govern.

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

- 1. Solicitation For Offers (SFO) # 07-016, 48 pages
- 2. Solicitation Attachment #1, Rate Structure, 1 page
- 3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page.
- 4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
- 5. Solicitation Attachment #4, Fire and Life Safety Report, Including GSA Fire Protection Branch Review, pages
- 6. Small Business Subcontracting Plan, pages
- 7. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
- 8. GSA Form 3517, General Clauses, 32 pages
- 9. GSA Form 3518, Representations and Certifications, 8 pages
- 10. Floor Plans of Leased Area, 1 page
- 11. Rider #1 - Fire & Life Safety, 1 page
- 12. Rider #2 - Security Requirements, 1 page

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

LESSOR: Brandywine Acquisition Partners, LP
BY: BDN Properties I LLC, its general partner
BY: Brandywine Operating Partnership, LP

BY: [Redacted] TITLE: Executive Vice President

IN PRESENCE: [Redacted] ADDRESS: 344 Fairview Park Drive, Falls Church, VA #200 22042

[Redacted] CONTRACTING OFFICER, GSA, NCR