

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 7/12/10

LEASE No. GS-11B- 02213

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

TO HAVE AND TO HOLD THIS LEASE, made and entered into this date by and between GBA Associates Limited Partnership whose address is:

7700 Arlington Boulevard
Falls Church, VA 22042 - 2900
Attn: Vincent J. Forte, Vice President

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:

1. The Lessor hereby leases to the Government the following described premises:

A total of 668,285 BOMA rentable square feet (BRSF) equivalent to 644,001 ANSI/BOMA Office Area square feet (ABOASF) of office and related space at a rate of \$37.34 per BRSF and \$38.75 per ABOASF, consisting of the entire Main Building, Annex Building, and Northwest Building as detailed in Exhibit A, as well as 2,040 parking spaces as shown on Exhibit B, in the building located at 7700 Arlington Boulevard, Falls Church, VA 22042 - 2900.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a fifteen (15) year firm term commencing in accordance with Paragraph 5.13 of the Solicitation for Offers No. 9VA2175. The parties will execute a supplemental lease agreement (SLA) after the commencement date to memorialize the commencement and expiration dates of the lease term.
3. The Government shall pay the Lessor the annual rent of \$24,953,761.90 (\$37.34 BRSF or \$38.75 per ABOASF) at the rate of \$2,079,480.16 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: GBA Associates Limited Partnership or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the rent shall be fully abated for the first one and one half (1 1/2) months of Phase 1, 2 and 3, equivalent in value to \$2,419,095.24.
4. [Intentionally Deleted]
5. [Intentionally Deleted]
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A) All services, improvements, alterations, repairs, and utilities as defined by this lease.
 - B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$42.08 per ABOASF Tenant Improvement allowance amortized at 0.0% over the initial firm term, which amortization amount equals \$2.81 per ABOASF per year. The total amount of the Tenant Improvement allowance is \$27,099,562.08. The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense. The Government reserves the right to convert any unused portion of the Tenant Improvement allowance to additional rental abatement and add accordingly to the amount as describe in Paragraph 3 above and paragraph 6P below.
 - C) The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall be five percent (5%) of the Construction Costs; (2) General Contractor's fee shall be two and one half percent (2.5%) of the Construction Costs; (3) Architectural and Engineering fees shall be \$4.08 per ABOA; and (4) Lessor's Project Management fees shall be two and one half percent (2.5%) of the Construction Costs.
 - D) The adjustment for vacant premises shall be \$1.50 per ABOA square foot per annum in accordance with Paragraph 4.4 of SFO No. 9VA2175.

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- E) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 100.00% for tax purposes, as calculated: 668,285 BRSF/ 668,285 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Lessor's reasonable and actual out-of-pocket costs of the appeal.
- F) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.037708016, as calculated: 750,791 BRSF/716,536 ABOA.
- G) The base amount for annual operating costs adjustments is \$6,050,466.12, which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO No. 9VA2175. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B)(7) of the SFO.
- H) The Government shall have an option to purchase the land and building as delineated in the attached site plan (Exhibit C) for \$295,000,000 at the end of the lease term. Terms and conditions of this option to purchase are subject to both parties' mutual reasonable agreement.
- I) DELETED
- J) In accordance with Paragraph 1.2D of Solicitation for Offers No. 9VA2175, the Lessor shall provide, at the Government's option, weekday shuttle service to either or both the [REDACTED] and the Dunn-Loring/Merrifield Metrorail Station, at monthly costs to the Government of \$20,025.50 for each location. Shuttles must be run in accordance with Paragraph 1.2D of the SFO. The cost of these shuttles shall be billed separately to the Government
- K) In accordance with Paragraph 8.11 of Solicitation for Offers No. 9VA2175, the Lessor shall provide, at Government's option, main electrical service facilities and main distribution panels with 35 percent spare capacity in ampacity (power load) and 25 percent spare branch circuit/branch device capacity at a one time cost to the Government of \$210,000. The Government must exercise this option no later than completion of the base building..
- L) In accordance with Paragraph 8.12 of Solicitation for Offers No. 9VA2175, the Lessor shall provide, at Government's option, power distribution equipment to handle the actual specified load and projected future loads plus 50 percent spare ampacity (power load) – 25 percent spare ampacity (power load) when panelboards serve lighting only, and 25 percent spare branch circuit/branch device capacity at a one time cost to the Government of \$300,000. This price does not include the increase to Building utility costs, which will need to be paid directly by Government. The Government must exercise this option no later than completion of the base building.
- M) Notwithstanding anything in the SFO or the attachments thereto to the contrary, the rate for overtime HVAC services shall be \$110.00 per hour per half floor. The Government reserves the right to have the Lessor provide documentation to confirm that the overtime HVAC rate reflects the actual costs incurred by the Lessor in providing such service.
- N) The five (5) reserved parking spaces for Official Government Vehicles and the remaining 2,035 parking spaces as discussed in Paragraph 1 of this Standard Form 2, shall be at no additional charge to the Government throughout the lease term.
- O) All janitorial services outlined in paragraph 4.9 of the SFO shall be performed after tenant working hours, except SCIF and special secured areas, which shall be performed during Normal Hours at no additional cost to the Government.
- P) Pursuant to paragraph 1.1G of the SFO, the Government shall have the exclusive right to install, at its sole cost and expense, antennas and satellite dishes on the roof of the building at no cost, subject to all applicable Government approvals. The Government will be responsible for all costs associated with the installation and removal of antennas and satellite dishes.
- Q) Commission and Commission Credit – The Lessor has agreed to pay a lease commission equal to [REDACTED] of years 1-10 and [REDACTED] for years 11-15 of the firm term value of this lease, payable in accordance with the SFO. The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (CB Richard Ellis, Inc.) shall forego [REDACTED] of the Commission ("Commission Credit") that it is entitled to receive in connection with this lease. The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit ([REDACTED]) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, as well as the commission agreement between the Lessor and the Broker dated November 30, 2009.

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The commission credit shall be added to the rental abatement in Paragraph 3 of this Standard Form 2. Therefore, the rental payments due and owing under this lease for months one (1) and two (2) shall be fully abated and the rental payment for month three (3) shall be reduced by [REDACTED] so that the rent due for month three (3) shall be [REDACTED] to fully recapture the Commission Credit and abated rent in Paragraph 3 above.

- R) The building will be renovated in accordance with the fire safety requirements in Paragraphs 9.1, 9.2 and 9.3 of the SFO and the Fire Protection and Life Safety Evaluation Report referenced in Paragraph 7 J.

Substantial completion shall occur in four (4) phases: approximately 200,000 RSF by June 1, 2011, 200,000 RSF by July 1, 2011, 118,285 RSF by August 1, 2011, and 150,000RSF by June 1, 2012.

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

- A) Solicitation for Offers #9VA2175, 60 pages;
- B) Exhibit A – Floor plans of leased area, 22 pages;
- C) Exhibit B – Location of parking spaces for Government Vehicles, 1 page;
- D) Exhibit C – Site Plan, 1 page;
- E) Exhibit D – 1 pages;
- F) GSA Form 1217, Lessor's Cost Statement, 2 pages;
- G) GSA Form 3517B, General Clauses, 33 pages;
- H) GSA Form 3518, Representations And Certifications, 7 pages;
- I) Pre-Lease Building Security Plan, 10 pages;
- J) Fire Protection & Life Safety Evaluation, 12 pages;
- K) Certificate of Seismic Compliance, 1 page;
- L) Program of Requirements (dated April 30, 2009), 858 pages (incorporated by reference);

8. The following changes were made in this lease prior to its execution:

Paragraphs 4, 5, and 6 I of this SF2 have been deleted in their entirety.

In the event of a conflict between the SF2 and Exhibit D and any other provisions of this Lease, the SF2 and Exhibit D prevail.

IN [REDACTED] subscribed their names as of the date first above written.

GR

By

By

Vincent J. Forte - Vice-President
(Printed Name and Title)

Date: 6.30.2010

7700 Arlington Boulevard, Falls Church, VA 22042 - 2900

IN PRESENCE OF:

[REDACTED]
S ADMINISTRATION

Contracting Officer
(Official title)

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