

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: JUN 16 2011 Lease No. GS-11B-02254

THIS LEASE, made and entered into this date by and between Headquarters 2, LLC

whose address is: 14501 George Carter Way
Chantilly, VA 20151

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 7,700 BOMA Rentable Square Feet (BRSF) of office and related space, yielding 6,715 ANSI/BOMA Office Area square feet (ABOASF) and being a portion of the 1st floor in the building known as Ellipse at Westfields, located at 14501 George Carter Way, Chantilly, VA 20151 to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See floor plans of leased premises included as Attachment A).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a five (5) year firm term with one (1) five (5) year renewal option commencing in accordance with the terms of the Solicitation for Offers (SFO) No. 9VA2409. 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 annual rent of \$238,700.00 (\$31.00/BRSF, \$35.54728/ABOASF) at the rate of \$19,891.67 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$67,144.00 (\$8.72000/BRSF, \$9.99910/ABOASF). A tenant improvement allowance of \$282,567.20 (\$42.08/ ABOASF) is included in the annual rent at a 0% amortization rate over the firm term of the lease. The Government has agreed to reimburse Lessor for the value of the above standard items that existed in the space before lease execution in the agreed amount of \$215,417.20 (\$32.08000/ ABOASF), which amount will be deducted from the tenant improvement allowance. The remaining \$67,150.00 (\$10.00000/ABOASF) remains available for tenant buildout of the space. A mutually agreed upon Supplemental Lease Agreement (SLA) will be executed upon Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement Allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in Paragraph 3.2 "Tenant Improvements Included in Offer", Paragraph 3.3 "Tenant Improvement Rental Adjustment" and Paragraph 5.3 "Tenant Improvement Pricing Requirements." Rent checks shall be made payable to: Headquarters 2, LLC 14501 George Carter Way Chantilly, VA 20151 or in accordance with the provision for electronic payment of funds.

4. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall pay the Lessor annual shell rent of [REDACTED] at the rate of \$ [REDACTED] per month in arrears provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal 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 the mailing.

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

- A. All services, alterations, repairs, and maintenance, as defined by this Lease, the SFO, and its Attachments are included as a component of the rent.
- B. The Government agrees to accept space on the 1st floor (7,700 BRSF/6,715 ABOASF) "as existing", and the Lessor represents that such items are in good repair, providing a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of Lease Commencement. The acceptance of the Lease Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety systems in compliance with the standards set forth in the Lease.
- C. In accordance with Paragraph 2.6 "Broker Commission and Commission Credit" of the Lease, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the lease value. The total amount of the commission is [REDACTED]. In accordance with the "Brokerage Commission and Commission Credit" paragraph, Jones Lang LaSalle has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] and shall be paid as free rent in full during the first two months of the lease term. The Lessor agrees to pay Jones Lang LaSalle the Commission less the Commission Credit as follows: (a) in the lump sum amount of [REDACTED] which shall be due to Jones Lang LaSalle upon execution of this lease by the Government and payable within 30 days of the receipt of an invoice and (b) [REDACTED] upon execution of an SLA memorializing the lease commencement date and payable within 30 days of receipt of an invoice.

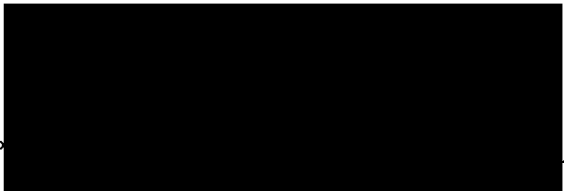
Notwithstanding Paragraph 3 of this Standard Form 2, rental payments due and owing under the lease shall be reduced during the 1st and 2nd months of the lease term to recapture this Commission Credit. The credit for the 1st month is [REDACTED] and thus the total rent due for the 1st month shall be [REDACTED]. The credit for the 2nd month is [REDACTED] and thus the total rent due for the 2nd month shall be [REDACTED].
- D. For purposes of Paragraph 4.2 of the SFO, as of the date hereof, the Government's percentage of occupancy is 2.927957%, based upon occupancy of 7,700 BRSF in a building 262,982 BRSF. Evidence of payment of taxes shall be furnished as provided by Paragraph 4.2 C and D of the SFO.
- E. In connection with the buildout of tenant improvements, the following markups, fees and design costs shall apply. General conditions shall not exceed 7% of the total subcontractors costs, the General Contractor's fees shall not exceed 5% if the subcontractors costs plus general contractors costs, the A/E fees, if any, shall not exceed 7% of the TI's, The Lessor's project management fees shall not exceed 10% of total subcontractors costs, general contractors costs, and A/E fees.
- F. In accordance with SFO Paragraph 4.5 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF-2, services, utilities and maintenance shall be provided daily, extending from 8:00 am to 6:00 pm, except Saturdays, Sundays and federal holidays ("Normal Hours"). Overtime HVAC services beyond the above referenced Normal Hours shall be provided at a rate of \$35.00 per hour. The foregoing HVAC rates shall escalate in a manner consistent with Paragraph 4.3 of the SFO, "Operating Costs". The foregoing overtime HVAC rate is inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than Normal Hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- G. In accordance with SFO Paragraph 4.4 entitled "Adjustment for Vacant Premises", the adjustment to the rent for space previously occupied by the Government and then vacated will be negotiated and incorporated into the lease.
- H. In the event of a conflict between this SF-2 and any other documents that comprise the Lease, the SF-2 shall govern.

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

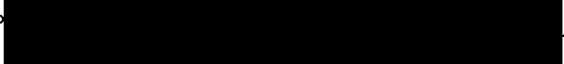
- A. Floor Plans for the Leased Premises (2 pages)
- B. Solicitation for Offers No. 9VA2409 dated August 16, 2010 (52 pages)
- C. GSA Form 1217 titled Lessor's Annual Cost Statement (1 page)
- D. GSA Form 3517B titled GENERAL CLAUSES (33 pages)
- E. GSA Form 3518 titled REPRESENTATIONS AND CERTIFICATIONS (11 pages)
- F. Pre-Lease Building Security - Rider #1 (1 page)
- G. Fire Protection & Life Safety - Rider #2 (1 page)

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

LESSOR: Headquarters 2, LLC
By: The Long & Foster Companies, Inc. its General Manager

BY: 

By: EXECUTIVE VICE PRESIDENT

IN P: 

ADDRESS 14501 GEORGE CARTER WAY, CHANTOY, VA 20151



CONTRACTING OFFICER, GSA, NCR

TC HAIRSTON