

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: September 12, 2011

LEASE #GS-11B- 02270

THIS LEASE, made and entered into this date between: **PS Business Parks, L.P. a California Limited Partnership**

Whose address is: PS Business Parks
7406 Alban Station Court
Suite B200
Springfield, VA 22150-2310

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 **34,429 Rentable Square Feet (RSF)/33,887 ANSI BOMA Office Area Square Feet (BOASF)**, being suites 7031, 7033, 7035, 7037, 7039, 7041, and 7049 in the building known as Gunston Industrial Park, as noted on the floor plans attached hereto and made a part hereof, with the address being 7035 and 7049 Newington Road, Lorton, VA 22079-1103.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) YEAR FIRM term commencing on March 25, 2010 and ending ten (10) years later, March 24, 2020.

3. The Government shall pay the Lessor an annual rent of \$691,633.67 (\$20.41/BOASF) at the rate of \$57,636.14 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$155,880.20 (\$4.60/BOASF), base real estate taxes, and \$39,275.65 to amortize a tenant improvement allowance of \$263,979.73 at eight and one half percent (8.5%) annual interest. Rent checks shall be made payable to PS Business Parks 7406 Alban Station Court, Suite B200, Springfield, VA 22150-2310 or in accordance with the provision on electronic payment of funds.

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 ONE-YEAR TERM at an annual rental rate of 691,633.67 (\$20.41/BOASF) at the rate of \$57,636.14 per MONTH in arrears, plus cumulative operating cost adjustments from the initial lease term. Rent shall continue to be adjusted for operating cost escalations as provided in the SFO using the operating cost base established for the initial firm term. The Government shall continue to make an annual lump sum adjustment for changes in real estate taxes as provided in the SFO using the real estate tax base established for the initial firm term. The renewal option shall become effective provided that the Government provide written notice to the Lessor at least 180 days before the end of the original lease term. Except as set forth above, 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. The renewal term shall commence on the day immediately following the last day of the initial term.

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(rev. 10/21/2009)

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 REQUIRED BY THIS LEASE.

A. Per the 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, the Lessor shall correct the following deficiencies and comply with all recommendations and findings noted below within ninety (90) days of lease execution:

1. Rear Exit Door From Computer Room Was Obstructed.
2. No Hydraulic Data Plate For The Design Of The Warehouse Areas Was Provided On Any The Three Sprinkler Risers That Feed The Warehouse Areas.
3. Electrical Closet 133 Has No Sprinkler Protection.
4. Area Outside Of Electrical Closet Has Sprinkler Too Far From Wall.
5. Area Outside Of Electrical Closet Has Sprinkler Too Close To Wall.
6. Electrical Service Room Has No Sprinkler Protection.
7. Sprinkler Service Room Has No Sprinkler Protection.
8. Sprinkler Located Outside Of Crypto Area Bathroom Has No Escutcheon And Deflector Is Located Above The Plane Of The Ceiling.
9. Roll-up Door Between Office Area And Crypto Warehouse Area Does Not Appear To Be Rated.
10. No Firestopping Is Provided In The Data Cable Penetration Of The Wall Separating The Government Space From The Next Tenant.
11. Computer Room Is Not Separated From Adjacent Areas By 1-hour Rated Construction (nfpa 75 Appears Applicable).
12. Fire Alarm System Test Information Unavailable.

The Lessor shall not be responsible to correct any deficiencies as a result of the Government's alterations to the space.

B. The operating expense base included as part of the rental consideration includes the following services and utilities: daytime cleaning services, supplies, materials, maintenance, trash removal, landscaping, dumpster service, water and electric servicing the common areas only, and certain administrative expenses. Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in the operating expenses listed above per Section 4.3 of SFO No. 8VA2014. The operating cost base has been established at \$155,880.20.

C. For purposes of clarification, water, gas, and electricity servicing the Government demised area shall be paid for by the Government directly to the appropriate vendor.

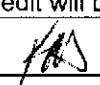
D. Per Attachment 1 – Energy Star Requirements, this building is excepted from achieving an Energy Star label or renovating the space for all energy efficiency and conservation improvements that would be cost effective over the firm term of the lease as the Lessor is not responsible for paying the utilities in the Government demised area or any other demised area in the building. The Lessor will not achieve a reduction in substantial operational costs through the application of building improvements to achieve a cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.

E. The Government's percentage of occupancy for real estate tax purposes shall be 13.97%, based on 34,429 RSF/246,520 RSF, subject to confirmation of the total rentable area of the entire building.

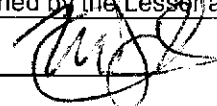
F. The Government agrees to accept the space "as existing" and the Lessor represents that such items are in good repair, providing a tenantable condition. The intent of this qualification is to recognize that the Government may find such items or conditions to be at least minimally acceptable with regard 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 or by any other specified date(s). 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 in compliance with the standards set forth in the Lease.

G. Pursuant to SFO Section 4.4, Adjustment for Vacant Premises, should the Government vacate any portion of the space, not to exceed 5,000 rentable square feet, the rental rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. The amount of the credit will be determined by the Lessor and the Government when, or if, necessary.

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H. The Lessor will replace the existing 500 kcmil (a.k.a. mcm) base building aluminum service feed with a 600 kcmil copper service feed and conductors and have them fused at 400 amps. The Lessor will make these alterations at its sole cost and expense within 120 days of lease execution. The Lessor makes no representation that these improvements, requested by the Government, will be sufficient for Tenant's current or future use of the Government demised area and Lessor shall not be required to provide any additional base building improvements other than those stated herein.

I. The Lessor will be responsible for re-painting and re-carpeting the Government's demised area at the Lessor's sole cost and expense. In doing so, the Lessor will be responsible for the costs associated with moving the furniture (both systems and conventional), removing and re-installing the vinyl base, removing and disposing of the old carpet, and purchasing and installing the new carpet and all associated materials, plus all costs associated with the painting.




J. In the event of a discrepancy between the terms of this SF-2 and the SFO and its attachments, the terms of this SF-2 shall govern.


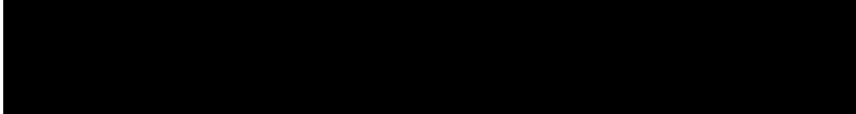
1. The following are attached and made a part hereof:
2. Solicitation For Offers (SFO) # 8VA2014, 49 pages
3. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
4. GSA Form 3517B, General Clauses (REV 11/05), 33 pages
5. GSA Form 3518, Representations and Certifications (REV 1/07), 7 pages
6. Floor Plans of Leased Area, 1 page
7. Attachment 1 - Energy Star Requirements, 3 pages
8. Carpet Specification Guideline for Broadloom and Modular Tile, 2 pages

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

LESSOR: PS Business Parks, L.P.
a California limited partnership

By: PS Business Parks, Inc.
a California corporation
Its: General Partner

BY  TITLE: Regional Manager
Keith W. Sumr  Assistant Vice President and Regional Manager
IN PRESENCE OF  ADDRESS: 7406 Allen Starke Court, B200
Springfield, VA 22150

ACTING OFFICER, GSA, NCR

EXCEPTION TO SF2 APPROVED