

DATE OF LEASE: JUN 24 2011

LEASE #GS-11B-02289

THIS LEASE, made and entered into this date between: BNA, Washington Inc.

Whose address is: 1801 South Bell Street
Arlington, VA 22202-4506

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 51,750 ANSI BOMA Rentable Square Feet (BRSF), being 44,024 ANSI BOMA Office Area Square Feet (ABOA), (herein referred to as the Leased Premises), consisting of 4,371 BRSF (3,710 ABOA) and 21,201 BRSF (17,999 ABOA) on the 4th floor; 25,572 BRSF (21,709 ABOA) on the 5th floor; 606 BRSF (606 ABOA) of mechanical equipment space in the Penthouse, as shown on the attached floor plans made a part hereof, and 5 reserved parking spaces in the building's garage to house fuel storage tanks for the Government's equipment, in the building known as Crystal Mall 2, located at 1801 S. Bell Street, Arlington, VA 22202-4506. 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 term beginning on February 12, 2011 and expiring on February 11, 2016, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$2,108,661.60 [(\$47.40 x 43,418 ABOA) + [\$51.40 x 606 ABOA] + [\$325.00 X 5 for the 5 reserved parking spaces X 12 months] for the Government's fuel storage tanks) at the rate of \$175,721.80 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$425,271.84 (\$9.66 per ABOA) and base real estate taxes. The operating cost base includes a daytime cleaning premium of \$0.67 per ABOA. Rent checks shall be payable to BNA, Washington, Inc., at the address shown below:

BNA, Washington, Inc.
1801 South Bell Street
Arlington, VA 22202-4506

4. The Government may terminate that portion of this lease for the space located on the entire 5th floor, the Penthouse and the parking spaces in the garage used for the Government's fuel storage tanks, which termination shall be effective at any time on or after February 12, 2012, by giving at least 270 days' prior notice in writing to the Lessor. The giving of notice of partial termination shall be computed commencing with the day after the date of mailing, and no rental shall accrue after the effective date of termination.

5. Intentionally deleted.

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) Tenant Improvements: The annual rent set forth in Paragraph 3 does not include a tenant improvement allowance. The Lessor shall make available to the Government a Tenant Improvement Allowance (TIA) in the amount of \$434,180.00 (\$20.00 x 21,709 ABOA) for the 5th floor space. Such allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor and shall be subject to the following terms and conditions. The TIA shall only be made available to the Government at such time that the Lessor and the Government have fully executed a Supplement Lease Agreement pursuant to which the Government waives all termination rights as set forth in Paragraph 4 above. Thereafter at any time during the lease term, should the Government elect to utilize all or any portion of the TIA, Lessor and the Government shall amend this lease by supplemental lease agreement to adjust the annual rent for the amount of TIA utilized, which shall be amortized and repaid through increased annual rent over the remaining firm term of this Lease, at the interest rate of zero percent (0%), beginning no later than the date of acceptance of the completion of the construction of tenant improvements.

b) The Government's percentage of occupancy for real estate tax purposes shall be 17.90%, based on 51,750 BRSF / 289,042 BRSF, subject to confirmation of the total rentable area of the entire building.

c) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. Except for architecture and engineering fees, all fees shall be calculated as a percentage of the cost of the Government's improvements, regardless as to whether the improvements are paid lump sum by the Government or financed by the Lessor. The general contractor's total fees for overhead and profit shall not exceed 4%

LESSOR BA GOV'T JS

and the general contractor's fees for general conditions shall not exceed 5%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 5% and architecture & engineering fees, if any, shall not exceed \$4.78 per ABOA to be constructed. Any such fees will be paid for out of the TIA Allowance, if any, provided by Lessor in accordance with the terms of Paragraph 6a above.

- d) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$67.65 / hour. The foregoing rate does not include the services of an engineer or other on-site staff which is not required for the provision of overtime HVAC services. In the event that the Government and another tenant request simultaneous overtime service, the applicable overtime charge shall be pro-rated over the square footage of each such tenant for the simultaneous hours requested. In the event that an engineer or maintenance mechanic is requested by the tenant, the rate for said services shall be negotiated. If requested by the Government, the Lessor shall provide documentation, including but not limited to, an inventory of the equipment operated to provide overtime HVAC, past utility bills and other pertinent information as requested in support of the overtime HVAC rate.
- e) The Lessor shall not be required to pay any cooperating brokerage commission to the Government, or any broker acting on behalf of the Government, in connection with this lease.
- f) The Lessor shall cause all cleaning within the Government's demised area to be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except Federal Holidays.
- g) Pursuant to SFO Paragraph 10.30, the Lessor shall install shatter resistant window protection on the 4th floor and the Lessor shall install shatter resistant window protection on the 5th floor at such time that the Lessor and the Government have fully executed a Supplement Lease Agreement pursuant to which the Government waives all termination rights as set forth in Paragraph 4 above. Subject to the Lessor's installation of the 4th floor shatter resistant window protection, the Government shall accept the Building Shell requirements in their "as-is" condition without changes provided that the Lessor continues to maintain, repair and replace as necessary all of the elements of the Building Shell to their existing condition.
- h) The Building's total rentable square footage has changed from 284,509 BRSF to 289,042 BRSF and the square footage in lease GS-11B-00206 (56,794 BRSF, 49,396 ABOA) is being restated in this Lease as 51,750 BRSF (44,024 ABOA) due to a re-measurement using the new standard BOMA method of measurement and to a reduction of the space under the new lease.
- i) 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 control.
- j) Rider Number 3, requires that the Government compensate the Lessor for the cost to restore the Leased Premises. In the event that Rider Number 3 and the SFO conflict, Rider Number 3 shall govern.
- k) This lease shall serve as a succeeding lease to lease number GS-11B-00206. The Government shall continue to pay for all electricity that is currently separately metered pursuant to the terms of lease number GS-11B-00206. If the Government installs additional above standard HVAC or computer equipment, in excess of what is currently in place, then the Government shall be responsible for the cost of utilities for the additional equipment.
- l) Subject to mutually acceptable security precautions and notice, the Lessor shall have the right to perform periodic inspections of the Government's leased premises.

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

- 1. Solicitation For Offers (SFO) # 11-VA_Amended 01, 56 pages
- 2. Rider #1 – Fire & Life Safety, 1 page
- 3. Rider #2 – Security Requirements, 1 page
- 4. Rider #3 – Restoration, 3 pages
- 5. Solicitation Attachment #1, Rate Structure, 1 page
- 6. Solicitation Attachment #2, Construction Schedule, Below 92,000 ABOA, 1 page
- 7. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
- 8. Solicitation Attachment #4, Fire and Life Safety Report, 15 pages
- 9. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
- 10. GSA Form 3517B, General Clauses, 33 pages
- 11. GSA Form 3518, Representations and Certifications, 7 pages
- 12. Floor Plans of Leased Area, 3 pages

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

TITLE: Robert Ambrosini, President BNA Washington

ADDRESS: 1801 S. Bell St. Arlington VA
22202

CONTRACTING OFFICER, GSA, NCR