

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUN 13 2011

LEASE No. GS-11B-02292

THIS LEASE, made and entered into this date between **I&G Mission Ridge, LLC**

whose address is

**c/o LaSalle Investment Management
200 East Randolph Drive
Chicago, Illinois 60601-6521**

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 175,000 BOMA Rentable Square Feet (BRSF) equivalent to 156,276 BOMA Office Area Square Feet (ABOA) of office and related space, consisting of the entire, First (1st), Second (2nd), Third (3rd), Fourth (4th) and Fifth (5th) Floors at 15030 Conference Center Drive (Building 1) and the Second (2nd) Floor at 15020 Conference Center Drive (Building 2) in the building known as Mission Ridge, located at 15020 and 15030 Conference Center Drive, Chantilly, Virginia 20151. The floor plans are attached as Exhibit A and made part hereof. Thirteen (13) reserved on-site parking spaces are provided to the tenant for Official Government Vehicles at no additional cost to the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a TEN (10) YEAR firm term commencing in accordance with Paragraph 1.3 of Solicitation for Offers No. 6VA0178, subject to termination and renewal rights as may be hereinafter set forth. Upon completion of improvements by the Lessor and acceptance thereof by the Government, the parties will execute a supplemental lease agreement (SLA) to memorialize the commencement and expiration dates of the lease term.

3. The Government shall pay the Lessor annual rent of \$5,337,500.00 (**\$30.50/BRSF**) at the rate of \$444,791.67 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to I&G Mission Ridge, LLC, c/o LaSalle Investment Management, 200 East Randolph Drive, Chicago, Illinois 60601-6521 or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the rent shall be fully abated for the first six (6) months of the lease term, equivalent in value to \$2,668,750.00.

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, maintenance, and utilities as defined by this lease.

B. The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$45.59 per ABOA Tenant Improvement allowance amortized at 0% over the initial firm term, which amortization amount equals \$4.56 per ABOA per year. The total amount of the Tenant Improvement allowance is \$7,124,622.84 (\$45.59 per ABOA). 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. Any additional Tenant Improvement Allowance used above the initial \$45.59 per ANSI/BOMA Office Area square foot shall be provided by Lessor upon provision of reasonable notice and amortized at a rate of 9% over the ten (10) year firm Lease term. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the Leased Premises that finalizes the rent using the final Tenant Improvement Allowance utilized.

C. Pursuant to SFO Paragraph 4.4, in the event that the Government vacates any portion of the leased premises the rent for the vacated block of space will be decreased by \$1.50 per ABOA.

D. Pursuant to SFO Paragraph 4.2, the Government's percentage of Occupancy is 56.11% for tax purposes for both buildings, as calculated: 175,000 BRSF / 311,904 BRSF. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B)(7) of the SFO. If any tax credit is due to the Government as a result of a Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.

E. Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.11981, as calculated: 175,000 BRSF / 156,276 ABOA.

F. The Offeror has measured the ANSI/BOMA Office Area square feet in the proposal consistent with SFO Paragraph 4.1, "Measurement of Space." The ANSI/BOMA international standard referenced in SFO Paragraph 4.1, Z65.1-1996, allows for, and the proposal includes, a single tenant measurement of the ANSI/BOMA Office Area space if the tenant occupies the full floor. In this case, the tenant is the Federal Government, and the proposal is for full-floor occupancy by the Federal Government. Further, because the Government is proposed to occupy the entire building, the building measurement's efficiency increases. In the case of single-tenant occupancy, there are no corridors that are "required by local codes or ordinance to provide an acceptable level of safety and/or provide access to essential building elements." Such local code allows for pathways, or internal space configuration, to meet the requirements of tenant egress. Currently, there are no existing corridors in place. Therefore, should the Government's space program require corridors on a floor, that space shall be measured as ANSI/BOMA Office Area square footage. This methodology has been used to calculate the common area factor, which results in the calculation of the ANSI/BOMA Office Area rental rate used in the Government's price evaluation.

G. The base amount for annual operating costs adjustments is \$1,563,384 which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of the SFO.

H. The Lessor has incorporated into the lease the energy cost incurred by all HVAC systems for the entire leased premises during normal business hours, including areas containing supplemental HVAC units. This cost as reflected on the GSA Form 1217, includes the cost of operating all 24/7 HVAC areas during normal building hours. All supplemental HVAC units shall be separately metered and all costs of such supplemental units and electricity outside of normal business hours shall be paid for by the Government. The cost of this service shall be agreed to by the Lessor and Government and shall reflect the Lessor's actual cost associated with providing the additional hours of HVAC service beyond the normal building hours set forth in Paragraph 4.5 of the SFO.

I. Notwithstanding anything in the SFO or the attachments thereto to the contrary, the HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$19.39 per hour per floor. These charges are inclusive of all labor, maintenance, and service 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. 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.

J. Pursuant to Paragraph 1.1(B) of the SFO, the thirteen (13) reserved onsite parking spaces discussed in Paragraph 1 of this Standard Form 2 shall be at no additional cost to the Government. All additional unreserved space for parking shall be at no cost to the Government.

K. All janitorial services outlined in Paragraph 4.8 of the SFO shall be performed during Normal Hours as referenced in Paragraph 4.5 (weekdays 7:00 am to 6:00 pm, except Saturdays, Sundays, and federal holidays), at no additional cost to the Government.

L. The Tenant Improvement Allowance will include the following fees: (1) General Conditions fees shall not exceed eight percent (8%) of the Construction Costs; (2) General Contractor's fees shall not exceed four percent (4%) of the Construction Costs; (3) Architectural and Engineering fees shall not exceed \$3.50 per ABOA SF; and (4) the Project Management fees shall not exceed four percent (4%) of the Construction Costs.



M. Pursuant to SFO Paragraph 2.6 "Broker Commission and Commission Credit", 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 aggregate lease value, for the ten (10) year firm term, less the rent abatement described in Paragraph 3 of this Standard Form 2. The total amount of the commission is [REDACTED] ("Total Commission Amount"). Jones Lang LaSalle has agreed to forego [REDACTED] % of the total commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] and shall be applied in equal monthly amounts of [REDACTED] against the shell rental payments in the seventh (7th), eighth (8th) and ninth (9th) months of the Lease term. The Total Commission Amount minus the Commission Credit is [REDACTED] due to Jones Lang LaSalle ("Remaining Broker's Commission").

Rent Schedule for the seventh (7th), eighth (8th), and ninth (9th) months is as follows (months 1-6 shall be fully abated):

Seventh (7th) Month's Rental Payment of \$444,791.67 minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED].

Eighth (8th) Month's Rental Payment of \$444,791.67 minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED].

Ninth (9th) Month's Rental Payment of \$444,791.67 minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED].

N. Upon completion of initial tenant build out and prior to acceptance of space by the Government the Lessor must fully correct all findings, recommendations, and deficiencies listed in the attached Fire Protection & Life Safety Evaluation. Any modifications necessary to comply with the Fire Protection and Life Safety Evaluation will be at the Lessor's Expense.

O. Pursuant to SFO Section 10.10 "Additional Security Measures as Determined by the Government", should the Government determine that the building requires additional or increased security measures beyond the scope of the current SFO, the cost of implementing and maintaining said measures shall be provided at the sole cost of the Government, including potential increases in operating costs.

P. The core and shell of the building are complete. All potential tenant spaces are first generation and not yet built out. Upon tenant fit out the Lessor must submit documentation from a surveying engineer confirming that the building meets all fire and life safety codes.

Q. POR Appendix 3 - Unit Price Matrix - Prices shall be quoted as fully installed, finished and operational unless otherwise noted. All required material and labor for a complete installation (i.e. cabling, fitting, accessories, etc) are to be included in the unit price. Prices shall include all Subcontractor markups of every tier including taxes, profit and bond fees. Prices for the items listed in the Unit Price Matrix shall be provided to the Government at the same time as the 21 Division Tenant Improvement Cost Summary table is provided by the General Contractors as referenced in SFO paragraph 5.6 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2009). The Government reserves the right to negotiate and/or reject the unit price matrix until a mutually acceptable unit price matrix is provided. The Government may use the agreed upon prices to order changes during construction.

R. In the event of a conflict between this SF2 and other documents that are part of the Lease, the SF2 shall govern.

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

- A. Floor plans of leased premises, 6 pages
- B. Solicitation For Offers No. 6VA0178, 58 pages
- C. Solicitation For Offers No. 6VA01785 Amendment Number 1, 2 pages
- D. Solicitation For Offers No. 6VA01785 Amendment Number 2, 5 pages
- E. Pre-Lease Security Plan, 8 pages
- F. Fire Protection and Life Safety Report/Repairs/Evaluations, 10 pages
- G. GSA Form 1217 - Lessor's Annual Cost Statement, 2 pages
- H. GSA Form 3517B - General Clauses, 33 pages
- I. GSA Form 3518 - Representations and Certifications, 7 pages
- J. Agency Program of Requirements (POR), 64 pages
- K. POR Appendix 1 - Room Data Matrix (RDM), 4 pages
- L. POR Appendix 2 - Room Data Matrix Legend, 24 pages
- M. POR Appendix 3 - Unit Price Matrix, 2 pages
- N. Seismic Certification, 3 pages
- O. Small Business Subcontracting Plan, 13 pages

P. Security Unit Price List , 2 pages

8. The following changes were made in this lease prior to execution: Paragraphs 4 and 5 have been deleted in the entirety.

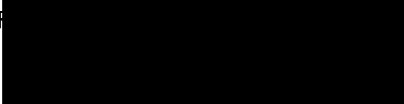
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.
I&G Mission Ridge, LLC

By: *Land Use Services & Conservation, Inc. Field V, 1000 Mission Ridge, Mission Ridge, CA 94045*

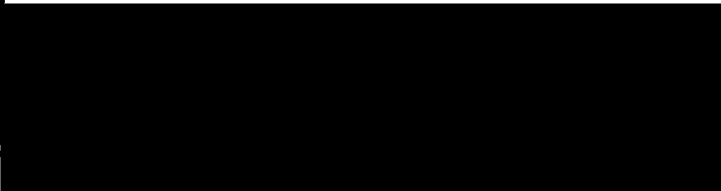
By:  _____
(Signature)

Mark E. Stinson _____
(Printed Name and Title)

Date: *7/1/03* _____

IN PRESENCE OF  _____

UNITED STATES OF AMERICA



CONTRACTING OFFICER