

STANDARD FORM 2  
FEBRUARY 1985  
EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPMR (41 CFR) 1-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

JUL 23 2000

LEASE NO.

GS-438-09367

THIS LEASE, made and entered into this date by and between  
Crownage Associates, LLC

located at  
7000 Wisconsin Avenue  
Bethesda, MD 20814-3661

TMZ/DWI

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 consideration hereinafter mentioned, covenant and agree as follows:

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

80,442 ANNEBORO square feet of office and related space (81,962 Rentable Square Feet) on the 1<sup>st</sup> floor and 276 Surface  
Parking Spaces at Quantico Commerce Center III, 1438 Kingston Way, Chesapeake, VA 22320-0001

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on  
June 15th in Lease Paragraph 14 through June 15th in Lease Paragraph 14, subject to termination and renewal rights as may  
be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of June 15th in Lease Paragraph 14 at the rate of June 15th in Lease  
Paragraph 14 per month in arrears. Rent for a lesser period shall be pro-rated. Payment shall be made electronically and shall be  
made payable to:

Crownage Associates, LLC  
7000 Wisconsin Avenue  
Bethesda, MD 20814 - 3661

TMZ/DWI

4. The Government may terminate this lease at any time in whole or in part on or after the 18th (18) full year of occupancy by giving at  
least sixty (60) 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 terms and at the following rentals:

provided notice be given in writing to the Lessor at least 60 days before the end of the original lease term  
or any renewal term; all other terms and conditions of this lease shall remain in force during any renewal term.  
Said notice shall be computed commencing with the day after the date of mailing.

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INITIALS: TMZ & DWI  
LESSOR GOVT

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

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

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

- A. Rider to Lease GS-03B-00337 being Paragraphs 9 through 21.
- B. Solicitation for Offer 7VA2042
- C. General Clauses (GSA Form 3317B).
- D. Representations and Certifications (GSA Form 3318).
- E. Floor Plan

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

N/A

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

[Redacted Signature]

(Signature)

TIMOTHY M ZULICK  
SVP LEASING

(Signature)

[Redacted Signature]

(Signature)

[Redacted Address]

(Address)

[Redacted Signature]

Contracting Officer  
(Official Title)

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RIDER TO LEASE GS-03B-09387

9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 61,992 Rentable Square Feet by the total building space of 61,992 Rentable Square Feet.

11. Common Area Factor: The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is 1.025640000.

12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated, February 25, 2009, which is \$7.56 per ANSI/BOMA Office Area (ABOA) square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

13. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

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14. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within sixty (60) calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected. Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

In accordance with Paragraph 4.1 of the lease, "Measurement of Space", the Government and Lessor agree that the offered space measures 61,992 Rentable Square Feet / 60,442 ANSI/BOMA Office Area Square Feet. Upon acceptance of the leased premises by the Government, rental shall be paid in accordance with Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

The total annual rent of \$2,111,473.92 breaks down as follows:

**Shell Rent:** \$1,044,565.20 per year or \$16.85 Rentable Square Foot

**Amortized annual cost per ABOA for Tenant Improvement Allowance\*:** \$610,027.68 per year or approximately \$41.48 per ANSI/BOMA Office Area Square Foot (ABOA)

**Interest rate at which Tenant Alterations are amortized:** 8%

**Annual Cost of Services:** \$456,881.04 per year or \$7.37 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

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Years 6 through 10:

The total annual rent of \$1,693,621.40 breaks down as follows:

**Shall Rent \$1,236,740.40 per year or \$19.95 per Rentable Square Foot**

**Annual Cost of Services: \$456,881.04 per year or \$7.37 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"**

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$2,507,134.16 or \$41.48 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 8% amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

15. The Government may terminate this lease at any time, in whole or in part, effective on or after the fifth (5<sup>th</sup>) full year of occupancy upon sixty (60) calendar days written notice to the lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

16. In accordance with Paragraph 3.4, "GSA Forms and Pricing Information" and Paragraph 5.3, "Tenant Improvements Pricing Requirements" of the Lease, the overhead and profit charged by the Lessor for Tenant Improvements requested by the Government is 10% of Total Construction costs.

17. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$75.00 per hour.

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18. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$1.82 per ANSI/BOMA Office Area square foot.

19. The lessor agrees to provide \$150,000.00 as part of the shell rental consideration to replace the carpeting throughout the offered space.

20. The rate for the operating costs includes the above-standard utilities and services currently provided to the Government under lease GS-03B-80721. No additional operating cost payment will be made other than the rate specified in Paragraph 14 of the Rider.

21. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"