

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

Lease No. GS-11B-12509

2/1/2013

THIS LEASE, made and entered into this date by and between PLAZA 500, LLC,

whose address is: c/o First Potomac Realty Trust  
7000 Wisconsin Avenue, 11<sup>th</sup> Floor  
Bethesda, MD 20814

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 36,160 BOMA Rentable Square Feet (BRSF) yielding 36,160 ANS/BOMA Usable square feet (ABUSF) located in the building known as Plaza 500, located at 8295 Edsall Road, Alexandria, VA 22312, to be used for SUCH GENERAL WAREHOUSE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See floor plans of leased premises included in Attachment A).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a five (5) year firm term beginning on January 1, 2012; the Lease Commencement Date, through December 31, 2016. There are no renewal or extension options in this Lease.

3. The Government shall pay the Lessor annual rent of \$524,000.00 (\$14.52/BRSF) at the rate of \$43,741.60 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost of \$82,703.50 (\$2.29/BRSF), which is a full service amount including utilities. There is no tenant improvements allowance included in the annual rent. The percentage of occupancy for calculating real estate taxes shall be 5.892% and operating cost adjustments shall occur on the annual anniversary date of the lease. Twenty five (25) parking spaces are included as part of the rental consideration at no additional cost to the Government in accordance with SFO Section 1.1B. Rent check shall be made payable to: Plaza 500, LLC; c/o First Potomac Realty Trust, 7000 Wisconsin Avenue, 11<sup>th</sup> Floor, Bethesda, MD 20814, or in accordance with the provision for electronic payment of funds.

4. The Lessor and Government acknowledge that there was an overpayment of rent by the Government under GSA Lease No. GS-11B-00228. To account for the overpayment of rent by the Government under previous Lease No. GS-11B-00228, the Lessor and Government agree to a rent credit of \$158,001.35 under this Lease. This settlement amount will be credited to the Government as free rent at the beginning of the Lease term as follows: The rent for the first three (3) months of the term shall be completely abated, and the rent for the fourth (4<sup>th</sup>) month of the term shall be reduced to \$18,384.66. The full monthly rent as stated above shall be due and owing to the Lessor beginning with the fifth (5<sup>th</sup>) month of the Lease term. Any additional overpayment by the Government after December 31, 2011 will be further credited against the rent owed by the Government as stated above in this Lease.

5. Intentionally Deleted

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

- A. All services, utilities, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO, and its Attachments are included as a component of the rent.
- B. For purposes of Paragraph 4.2 of the SFO, "Tax Adjustment," the Government's percentage of occupancy for real estate tax adjustments is 7.20%, based upon occupancy of 36,150 BRSF in a building containing a total of 502,097 BRSF. However, because a portion of the site (but not the building or the Government's premises) lies in the 100 year floodplain, the Government's obligation to reimburse the Lessor for real estate taxes will be further reduced by 18.17%, which is the portion of the site affected by the 100 year flood plain. Accordingly, the Government's percentage of occupancy for calculating real estate tax adjustments shall be 8.092%. Evidence of payment of taxes shall be furnished as provided by Paragraph 4.2 C and D of the SFO.
- C. In connection with the build-out of any tenant requested improvements, the following markups, fees and design costs shall apply. General Conditions shall be 5%, the General Contractor's Fees shall be 7%, and the Lessor's Project Management Fees shall be 5%. The A/E Fees shall be 7%. The combined total of the foregoing markups shall not exceed 24%. These markups and fees are all subject to the right of the Government and Lessor to reasonably negotiate individual markups based upon the actual scope of work of the requirement.
- D. The Normal Hours of Operation shall be 8:00am to 4:00pm, and overtime services after these normal hours shall be provided by the Lessor at a rate of \$8.75 per hour. The foregoing overtime rates shall escalate in a manner consistent with Paragraph 4.3 of the SFO, "Operating Costs", and 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 any necessary services and utilities such as toilets, lights, and electric power.
- E. In accordance with SFO Paragraph 4.4, the adjustment for vacant premises for space previously occupied by the Government and then vacated is \$0.55 per BRSF.
- F. Notwithstanding anything in the SFO to the contrary, the Government shall accept the existing shell conditions of the leased premises "as-existing." Any other improvements required to the premises, including any demolition, shall be a tenant improvement at the Government's sole cost and expense.
- G. In the event of a conflict between this SF-2 and any other documents that comprise the Lease, the SF-2 shall govern.
- H. Janitorial services will be provided by the Lessor twice a week during normal working hours in accordance with SFO Section 4.9.

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

- A. Floor Plan for the Leased Premises (1 Page)
- B. Flood Plain Map
- C. Solicitation for Offers No. OVA2102, dated July 27, 2011 (60 pages)
- D. GSA Form 1217, Lessor's Annual Cost Statement (1 page)
- E. GSA Form 3517, GENERAL CLAUSES (33 pages)
- F. GSA Form 3618, REPRESENTATIONS AND CERTIFICATIONS (7 pages)

(Signatures are continued on the following page)

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

LESSOR: PLAZA 600, LLC

BY: [Redacted Signature]

Timothy M. Zullek  
Senior VP, Leasing

IN: [Redacted Signature]  
ADDRESS: First Colonial Realty Trust  
7800 Wisconsin Ave., 11th Floor  
Bethesda, MD 20814

[Redacted Signature]

ING OFFICER, OSA, NGR