

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

APRIL 12, 2012

LEASE #GS-11B-12525

THIS LEASE, made and entered into this date between: 1555 Wilson Property Owner, LLC

Whose address is: 2400 N Street, NW

Washington, DC 20037-1153

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 9,890 Rentable Square Feet (RSF), being 8,714 ANSI BOMA Office Area Square Feet (ABOA), (herein referred to as the Leased Premises), consisting of the partial 6th floor as shaded on the attached floor plan made a part hereof, in the building known as Millcourt, located at 1555 Wilson Boulevard, Arlington, VA 22209-2462.

To be used for office and related purposes as determined by the Government.

 TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on February 14, 2012 and expiring on February 13, 2017, subject to renewal rights as may be set forth hereinafter. Effective as of the commencement date of this lease, former lease #GS-11B-01964 shall be of no further force or fact.

3. The Government shall pay the Lessor an annual rent of \$375,834.82 (\$38.00 / RSF (\$38.00149848) or \$43.13 / ABOA) at the rate of \$31,319.57 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$73,023.32 (\$8.38 / ABOA), and base real estate taxes. Rent checks shall be payable to 1555 Wilson Property Owner, LLC, at the address shown below:

1555 Wilson Property Owner, LLC 2400 N Street, NW Washington, DC 20037-1153

4. Intentionally deleted.

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 an additional FIVE-YEAR TERM at an annual rental rate of \$435,700.00 (\$44.06 / RSF (\$44.05460061) or \$50.00 / ABOA) payable at the rate of \$36,308.33 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 12-NCR. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO 12-NCR. The Government shall exercise its renewal option if at all by providing the Lessor with written notice of the Government's intent to exercise such option at least 180 days before the end of the original lease term; 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 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) Within 90 days of mutual execution of the lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, 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, attached hereto and made a part hereof.
- b) Notwithstanding anything contrary to the SFO, the rental rate does not include the Lessor providing a tenant improvement allowance.
- c) The Government's percentage of occupancy for real estate tax purposes shall be 6.06%, based on 9,890 BRSF / 163,243 BRSF.
- d) 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. The general contractor's total fees for overhead and profit shall not exceed 4% and the general contractor's fees for general conditions shall not exceed 7%. The Lessor's total construction management & coordination for the Tenant Improvements for the Government's space shall not exceed 3% and architecture & engineering fees, if any, shall not exceed \$3.50 / ABOA.

LESSOR______GOV'T____

- The HVAC overtime rate shall not exceed \$60.00 / hour. The foregoing rate does not include the services of an engineer or other onsite 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.
- 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.
- g) The Government's end users shall have the right to acquire up to 30 parking spaces in association with this Lease. Parking spaces shall be acquired via separate service contract between the Government's end users and the Lessor's parking contractor, at market rates not to exceed \$280.00 per month for each reserved space or \$140.00 per month for each non-reserved space during the first lease year.
- Pursuant to paragraph 3.1(C) of the 12-NCR SFO, the common area factor for this lease is calculated as 1.13495524.
- 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 and the Rider to Offer shall control.
- 7. The following are attached and made a part hereof:
 - 1. Exhibit A Floor Plan of Leased Area,1 page
 - GSA Form 1217, Lessor's Annual Cost Statement, 1 page
 - Rider #1 Fire & Life Safety, __ page
 - Rider #2 Security Requirements, 1 page
 - Solicitation For Offers (SFO) # 12-NCR, 56 pages
 - Solicitation Attachment #1, Rate Structure, 1 page
 - Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
 - Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages Solicitation Attachment #4, Fire and Life Safety Report, 18 pages

 - 10. GSA Form 3517, General Clauses, 32 pages
 - 11. GSA Form 3518, Representations and Certifications, 7 pages

to subscribed their names as of the date first above written. TITLE: MANA 2400 N STREET, SUITE 600 RESS: GOFFICER, GSA, NCR EXCEPTION TO SF2 APPROVED