

DATE OF LEASE: APR 11 2012

LEASE #GS-11B-12528

THIS LEASE, made and entered into this date between: King Street Metro Venture LLC

Whose address is: c/o Bruce W. Henry, Esq  
300 North Washington Street  
Suite 204  
Alexandria, VA 22314-2502

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.

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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 **12,435 Rentable Square Feet (RSF)**, being **10,255 ANSI BOMA Office Area Square Feet (ABOA)**, (herein referred to as the Leased Premises), consisting of the entire 5<sup>th</sup> floor as shown on the floor plan attached hereto as Exhibit A and made a part hereof; and 10 reserved structured parking spaces in the building located at 1650 King Street, Alexandria, VA 22314-2502.

To be used solely for general, executive and administrative offices in connection with the Government's business and uses incidentally and directly related thereto and for no other purpose. The Government shall comply with federal and local code and ordinances concerning the use, occupancy and condition of the Premises and all machinery, equipment and furnishings therein to the extent allowable by Federal Statute.

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2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) YEAR FIRM term beginning on March 8, 2012 and expiring on March 7, 2022.

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3. The Government shall pay the Lessor an annual rent of \$452,655.70 (\$44.14 / ABOA) at the rate of \$37,721.31 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$108,600.45 (\$10.59 / ABOA), base real estate taxes, and \$20,510.00 to amortize a tenant improvement allowance of \$205,100.00 (\$20.00 / ABOA) at zero percent (0%) annual interest. Rent checks shall be payable to **King Street Metro Venture LLC**, at the address shown below:

King Street Metro Venture LLC  
c/o Lincoln Property Company  
1015 15<sup>th</sup> Street, NW  
Suite LL100  
Washington, DC 20005

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4. Intentionally deleted.

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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) 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) Tenant Improvements: In addition to the tenant improvement allowance in the amount of \$20.00/ABOA provided in SFO Section 3.2 A., Lessor agrees to make available an additional tenant improvement allowance of up to an \$22.08/ABOA (for an aggregate maximum of \$42.08/ABOA). The tenant improvement allowance is available solely for tenant improvements required by the Government for occupancy of the existing user. Upon completion of improvements in the Leased Premises by the Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than the \$205,100.00 already included in the annual rent as set forth in Paragraph 3, then the rent shall be adjusted accordingly. Tenant improvements financed by the Lessor shall be amortized at zero percent (0%) annual interest. Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$431,530.40 (\$42.08/ABOA) in tenant improvements. No tenant improvements in excess of \$42.08/ABOA shall be funded by the Lessor. The Government reserves the right to convert any unused portion of the first \$205,100.00 of this allowance as a rental abatement (which shall be applied to the most current installments of rent then due until exhausted) or to reduce the annual rent as set forth in Paragraph 3; any such action thus taken shall be memorialized by SLA along with the amortization payment amount and revised rent. The government shall agree to use the tenant improvement within the first three years of the term. After the third year, the tenant improvement allowance will be void.

- c) The Government's percentage of occupancy for real estate tax purposes shall be 24.45%, based on 12,435 BRSF / 50,863 BRSF.
- d) The base rate for purpose of calculating future operating cost adjustments shall be \$108,600.45 (\$10.59 / ABOA).
- e) 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 5% and the general contractor's fees for general conditions shall not exceed 10%. There will be no fee assessed for the Lessor's total construction management & coordination for the Tenant Improvements for the Government's space, and architecture & engineering fees, if any, shall not exceed \$3.00 / ABOA. Any such fees will be paid for out of the T/I Allowance.
- f) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$35.00 / 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.
- g) 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.
- h) In addition to the 10 parking spaces stated in paragraph 1, the Government's end users shall have the right to lease an additional 10 parking spaces for a total of 20 parking spaces in association with this Lease at no additional cost.
- i) The execution of this Lease by Lessor indicates the prior approval of Lessor's Lender. Any future lease modifications may require Lender approval prior to Lessor's final execution.
- j) Notwithstanding anything to the contrary contained in the Lease, it is acknowledged and accepted that the building's elevator phones are not hands free, the HVAC system is not a VAV system, and the building is equipped with an emergency generator which uses #2 Diesel fuel and powers one (1) elevator and emergency lighting.
- k) The Government and any invitee, agent, employee, subtenant, assignee, contractor, client, family member, licensee, customer, or guest of the Government shall observe the rules specified in Exhibit B attached hereto, unless in conflict with Federal law, and shall also observe any other rule Lessor may promulgate for the operation or maintenance of the Building, provided that notice thereof is given and such rule is not inconsistent with the provisions of this Lease. Lessor shall have no duty to enforce such rules or any provision of any other lease agreement against any other tenant.
- l) Within 120 days prior to lease expiration, the Lessor may have access to the premises to exhibit the premises to prospective tenants, to the extent such activity does not unreasonably interfere with the Government's permitted use thereof.
- m) The General Clauses are modified by Rider #3 attached hereto. 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.

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

1. Exhibit A - Floor Plan of Leased Area, 1 page
2. Exhibit B - Building Rules, 3 pages
3. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
4. Rider #1 - Fire & Life Safety, 5 pages
5. Rider #2 - Security Requirements, 1 page
6. Rider #3 - Modification to General Clauses, 4 pages
7. Solicitation For Offers (SFO) # 12-NCR, 56 pages
8. Solicitation Attachment #1, Rate Structure, 1 page
9. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA [REDACTED], 1 page
10. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
11. Solicitation Attachment #4, Fire and Life Safety Report, 16 pages
12. GSA Form 3517, General Clauses, 33 pages
13. GSA Form 3518, Representations and Certifications, 7 pages

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

LESSOR: King Street Metro Venture LLC

TITLE: Manager  
 DATE: 4/2/12  
 ADDRESS: 300 N. Washington St, Suite 204, Alexandria, VA  
22314

CONTRACTING OFFICER, GSA, NCR

Revised 3/8/2011

EXCEPTION TO SF2 APPROVED

LESSOR [Signature] GOV'T \_\_\_\_\_

(rev. 3/08/2011)