

This Lease is made and entered into between

HEADQUARTERS 2, LLC

("the Lessor"), whose principal place of business is 14501 GEORGE CARTER WAY, CHANTILLY, VIRGINIA 20151, and whose interest in the Property described herein is that of Fee Owner, and

THE UNITED STATES OF AMERICA

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

14501 GEORGE CARTER WAY
CHANTILLY, VIRGINIA 20151

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years Firm plus [REDACTED]

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

[REDACTED] its General Manager

Name: BRUCE E. ENGER

Title: Treasurer

Date: 4/3/13

FOR THE GOVERNMENT:

[REDACTED]

Name: TAWANDA BEVERLY

U.S. General Services Administration

Lease Contracting Officer

Date: 7/16/13

WIT

[REDACTED]

Name: MARK RANDALL

Title: VP, CORPORATE LEASING

Date: 4/3/13

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 54,419 rentable square feet (RSF), yielding 47,831 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 13.7735 percent, located entirely on the second (2nd) floor and known as Suite 200, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within the Premises. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 145 parking spaces shall be provided for Government use, of which 145 shall be inside parking spaces, and zero (0) shall be surface parking spaces.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, planums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		NON-FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$ 691,738.62	\$ 12.71 ³	\$ 0.00	\$ 0.00
TENANT IMPROVEMENTS RENT ¹	\$ 447,124.19	\$ 8.22 ³	\$ 0.00	\$ 0.00
OPERATING COSTS	\$ 400,523.84	\$ 7.36	\$ 0.00	\$ 0.00
BUILDING SPECIFIC SECURITY ²	\$ 3,392.00	\$ 0.06 ³	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$1,542,778.65	\$ 28.35	\$ 0.00	\$ 0.00

¹The Tenant Improvement Allowance is amortized at a rate of 0.0 percent per annum over five (5) years.

²Building Specific Security Costs are amortized at a rate of 0.0 percent per annum over five (5) years.

³Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 49,000 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517. The brokerage commission, commission credit, tenant improvement allowance, percentage of occupancy and operating costs base will be adjusted to reflect any such adjustment to the size of the Premises.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other Lessor obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements imposed on the

Lessor by this Lease. In addition, an automatic control system as set forth herein shall be provided to assure compliance with heating and air conditioning requirements.

G. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit.

In addition to the commission credit, the Lessor has offered and shall provide six (6) months of free rent, where the rent for months one (1) through six (6) shall be abated in their entirety. The reduction in shell rent shall commence with the seventh (7th) month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- Month 1 Rental Payment \$128,564.8875 minus free rent of \$128,564.8875 equals \$0.00 adjusted 1st Month's Rent.
- Month 2 Rental Payment \$128,564.8875 minus free rent of \$128,564.8875 equals \$0.00 adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$128,564.8875 minus free rent of \$128,564.8875 equals \$0.00 adjusted 3rd Month's Rent.
- Month 4 Rental Payment \$128,564.8875 minus free rent of \$128,564.8875 equals \$0.00 adjusted 4th Month's Rent.
- Month 5 Rental Payment \$128,564.8875 minus free rent of \$128,564.8875 equals \$0.00 adjusted 5th Month's Rent.
- Month 6 Rental Payment \$128,564.8875 minus free rent of \$128,564.8875 equals \$0.00 adjusted 6th Month's Rent.
- Month 7 Rental Payment \$128,564.8875 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.
- Month 8 Rental Payment \$128,564.8875 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 8th Month's Rent.
- Month 9 Rental Payment \$128,564.8875 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 9th Month's Rent.

1.05 TERMINATION RIGHTS (AUG 2011)

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM [REDACTED] OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

provided notice is given to the Lessor at least 180 calendar days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
ANTITERRORISM STANDARDS FOR BUILDINGS (UFC 4-010-01) DATED FEBRUARY 9, 2012	103	B
STATEMENT OF COMPLIANCE WITH SECURITY REQUIREMENTS	1	C
SECURITY REQUIREMENTS	5	D
SECURITY UNIT PRICE LIST	2	E
UNIT PRICE LIST	3	F
LESSOR'S ANNUAL COST STATEMENT (GSA FORM 1217)	1	G
GENERAL CLAUSES (GSA FORM 3517B)	48	H
REPRESENTATIONS AND CERTIFICATIONS (GSA FORM 3518)	10	I
GSA FORM 12000 FOR PRE-LEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING (PART A)	3	J
PRE-LEASE BUILDING SECURITY PLAN	10	K
CERTIFICATE OF SEISMIC COMPLIANCE	1	L
BROKER COMMISSION AGREEMENT	3	M
AMENDMENT NO. 1 DATED SEPTEMBER 17, 2012	1	N

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$46.74** per ABOA SF resulting in a total TIA of **\$2,235,620.94** available to the Government. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 0.0 percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unamortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the lease paragraph entitled "Acceptance of Space and Certificate of Occupancy;" or
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)

For pricing TI Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF CONSTRUCTION COSTS)	10.00%
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS PLUS A/E FEES)	4.00%

Architect / engineer fees shall be inclusive of all work associated with construction administration tasks and services designated herein to be performed by the Lessor with respect to the tenant improvements.

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **20.69305** percent. The percentage of occupancy is derived by dividing the total Government space of **54,419** RSF by the total building space of **262,982** RSF.

The real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease, shall be established after the first full year of occupancy in accordance with the Real Estate Tax Adjustment clause of the Lease (Section 2.06).

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$7.36** per rentable square foot (**\$400,523.84** / annum).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

Notwithstanding the section entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire Space, the operating costs paid by the Government as part of the rent shall be reduced by \$2.25 per ABOA SF of space vacated by the Government. If the Government fails to occupy or vacates over one-half (1/2) of the Space (based on ABOA SF), provided the vacant Space is physically separated and demised from the occupied Space, the operating costs paid by the Government as part of the rent shall be reduced by \$1.25 per ABOA SF of space vacated by the Government. No rate adjustment shall be provided for vacant Space totaling less than half of the total ANSI/BOMA Office Area square footage in this Lease.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

- \$45.00 per hour per zone
- No. of zones: 1
- \$45.00 per hour for the entire space.

1.15 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the premises, such services shall be provided by the Lessor at a negotiated rate per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the building at no additional cost.

1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. The Lessor shall correct any and all Fire and Life Safety deficiencies in the Building and comply with the requirements of the Lease at the Lessor's sole cost and expense.
- B. The Lessor shall install shatter-resistant window film in compliance with security requirements specified in Exhibit D at the Lessor's sole cost and expense.

1.17 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.