

**STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601**

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

AUG 12 2010

LEASE #GS-11B- 02209

THIS LEASE, made and entered into this date between V-Dulles West, LLC
Whose address is: 1420 Spring Hill Road
Suite 335
McLean, Virginia 22102

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 **12,645** Rentable Square Feet (BRSF) being **11,905** ANSI BOMA Office Area Square Feet (BOASF), and being **Suites 110, 111 and 112**, located on the First Floor of the building known as **Dulles West**, as noted on the attached floor plan and made part hereof, with the address being **44965 Aviation Drive, Dulles, Virginia 20166-7519**.

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

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 3.17 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$321,911.20 (\$27.04/BOASF [\$25.59 + \$1.45 daytime cleaning]) at the rate of \$26,825.93 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$82,620.70 (\$6.94/BOASF [\$5.49 + \$1.45 daytime cleaning]), base real estate taxes and \$60,707.06 to amortize a tenant improvement allowance of \$238,100.00 (\$20.00/BOASF) at ten percent (10%) annual interest. The operating cost base includes a daytime cleaning premium of \$1.45/BOASF. Rent checks shall be payable to **V-Dulles West, LLC** at the address shown above.

4. 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 a [REDACTED] at an annual rental rate of [REDACTED] payable at the rate of [REDACTED] per month in arrears. The operating cost and tax bases shall be recomputed for a new five-year term at the beginning of the option term. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 07-016. The renewal option shall become effective provided notice be given in writing to the Lessor 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.

5. The Government shall have the right to use 50 unreserved parking spaces during the term of the lease, at no additional charge. The Government shall be permitted to install fencing or other means of securing these spaces from unauthorized access. The cost of such security measures, if any, shall be borne by the Government.

LESSOR

GOVT

(rev. 5/20/2010)

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) Lessor shall correct all deficiencies and comply with all recommendations and findings of Rider #1 – Fire Protection / Life Safety & Accessibility, attached hereto and made a part hereof.
- b) Tenant Improvements: The cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent (if applicable). In the event that the total cost of tenant improvements is greater or less than \$20.00/BOASF, the rent shall be adjusted accordingly. Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of ten percent (10%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$500,962.40 (\$42.08/BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed between 8:30 am and 4:30 pm, Monday through Friday.
- d) The Government's percentage of occupancy for real estate tax purposes shall be 11.66%, based on 12,645 RSF / 108,466 RSF, subject to confirmation of the total rentable area of the entire building
- e) Services, utilities, and maintenance shall be provided daily, during Normal Hours as defined in SFO Paragraph 7.2. The HVAC overtime rate shall be \$40.00 per hour. This rate shall be inclusive of all associated fees, including the services of a maintenance mechanic or engineer, if required. A minimum charge of three (3) hours shall apply if HVAC overtime usage is requested on a Saturday, Sunday or federal holiday.. No minimum charge shall apply to HVAC overtime usage which occurs Monday through Friday..
- f) The Government shall be entitled to a rent abatement in the amount of \$45,697.34, to be applied against rent due for the full first month and a portion of the second month of this lease. The Lessor shall not be liable for any concessions, including broker commissions or free rent, except as expressly stated herein.
- g) In the event of a conflict between this SF-2 and the SFO or its attachments, the terms and conditions as stated in this SF-2 shall govern.

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

- a) Solicitation For Offers (SFO) # 07-016,48 pages
- b) Solicitation Attachment #1, Rate Structure, 1 page
- c) Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OUSF, 1 page
- d) Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
- e) Solicitation Attachment #4, Fire Protection & Life Safety Evaluation 12 pages
- f) GSA Form 1217, Lessor's Annual Cost Statement, 2 page s
- g) GSA Form 3517, General Clauses, 33 pages
- h) GSA Form 3518, Representations and Certifications 4 pages
- i) Floor Plan of Leased Area, 1 page
- j) Rider #1 – Fire Protection/Life Safety & Accessibility, 1 page

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

LESSOR: V-Dulles West, LLC
BY: *[Signature]*

BY *[Signature]*

BY *L. D. Horowitz*

IN PRESENCE OF *[Signature]*

ADDRESS *1420 Spring Hill Rd, 335
McLean VA 22102*

UNITED STATES OF AMERICA

BY *[Signature]* CONTRACTING OFFICER, GSA, NCR