

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

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

DATE OF LEASE:

FEB 18 2010

LEASE #GS-11B- 02176

THIS LEASE, made and entered into this date between: **RP MRP Courthouse, LLC**

Whose address is: c/o MRP Realty
1310 N. Courthouse Road, Suite 1100
Arlington, VA 22201

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 **71,027 Rentable Square Feet (RSF)**, being **59,772 ANSI BOMA Office Area Square Feet (BOASF)**, being the entire Fourth and Fifth Floors (29,886 BOASF each) and six (6) parking spaces in the building known as 1310 North Courthouse, as noted on the floor plans attached hereto and made a part hereof, with the address being 1310 North Courthouse Road, Arlington, VA 22201.

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 3.18 "Construction Schedule and Acceptance 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 \$2,959,611.00 [\$49.25/BOASF (\$48.08 + \$1.17 Daytime Cleaning) + \$15,840 parking] at the rate of \$246,634.25 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$669,446.40 [\$11.20/BOASF (\$10.03 + \$1.17 daytime cleaning)], base real estate taxes, and \$239,088 to amortize a tenant improvement allowance of \$1,195,440.00 (\$20.00 /BOASF) at zero percent (0%) annual interest over the firm term of this lease. The operating cost base includes the daytime cleaning premium of \$1.17/BOASF. Rent checks shall be payable to RP MRP Courthouse, LLC, at the address shown above.

4. ~~The government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

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 a _____ at an annual rental rate of \$ _____ payable at the rate of _____ per month in arrears, plus cumulative operating cost adjustments from the initial lease term. Rent shall continue to be adjusted for operating cost escalations as provided in the SFO using the operating cost base established for the initial firm term. The Government shall continue to make an annual lump sum adjustment for changes in real estate taxes as provided in the SFO using the real estate tax base established for the initial firm term. The renewal option shall become effective provided that the Government provide written notice to the Lessor at least 180 days before the end of the original lease term. Except as set forth above, all other terms and conditions of this lease shall remain the same during any renewal term except that the Lessor shall not provide to the Government any tenant improvement allowance or any other tenant concessions. Said notice shall be computed commencing with the day after the date of mailing. The renewal term shall commence on the day immediately following the last day of the initial term.

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(rev. 10/21/2009)

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 REQUIRED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- a) 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, which report is attached hereto and made a part hereof. Any work required pursuant to this paragraph shall be completed prior to substantial completion of the tenant improvements to the leased premises.
 - b) Tenant Improvements: The cost of the tenant 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 pursuant to Paragraph 3.2 of the SFO. To the extent that the Government requires that tenant improvements above the initial \$20.00 per BOASF be financed by the Lessor, such tenant improvements shall be amortized at the annual interest rate of ten percent (10%). Notwithstanding any provisions of this lease or the SFO to the contrary, the Government shall not amortize more than \$2,515,205.76 (\$42.08/BOASF) in tenant improvements. In no event will the Lessor be required to amortize any tenant improvements in excess of \$42.08/BOASF. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
 - c) The Government's percentage of occupancy for real estate tax purposes shall be 18.72%, based on 71,027 RSF / 379,433 RSF, subject to confirmation of the total rentable area of the entire building.
 - d) In the event that the Lessor performs tenant improvements in or to the leased premises at the Government's direction, the Lessor shall be entitled to the following fees as set forth in Paragraph 6d, each fee being represented as a percentage of the total subcontractor costs: general contractor's total fees for overhead and profit equal to 5%, general contractor's fees for general conditions equal to 3%, Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space equal to 2% and architecture & engineering fees, if any, shall not exceed \$3.50/BOASF. Any such fees will be paid for out of the tenant improvement allowance.
 - e) The HVAC overtime rate shall be \$45/hour per floor, with a minimum of 2 hours of use per request by the Government.
 - f) The Government shall have the right to acquire up to 122 parking spaces in association with this lease. Parking spaces shall be acquired, subject to availability of such spaces, via separate service contract between the Government's end user and the Lessor's parking contractor, at prevailing market rates, currently \$110 per month per unreserved space or \$220 per month per reserved space, subject to adjustment not more than once per year of the lease term based on then-prevailing market rates.
 - g) The Government shall be entitled to rent abatement in the aggregate amount of \$1,962,514.00 to be applied against the first month's rent and continuing into subsequent months until exhausted.
 - h) Paragraph 1.12 of the SFO is hereby deleted in its entirety.
 - i) The Government must provide the Lessor with the final program of requirements ("POR") for the leased premises no later than 30 days after the Government's execution of this SF-2. Each day after such 30-day period that the Government has not provided the POR to the Lessor shall be considered a day of Government delay. Notwithstanding anything to the contrary contained in the construction schedule attached to the SFO as Attachment #2, such construction schedule shall commence on the date on which the Lessor receives the POR from the Government.
 - j) The Government may not install any antennae, satellite dishes, or other equipment on the roof of the building without the prior written consent of the Lessor, such consent not to be unreasonably withheld. Installation, maintenance, repair, replacement, and removal of any such antennae, satellite dishes, or other equipment shall be at the Government's sole cost and expense and on terms acceptable to the Lessor.
 - k) 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 govern.

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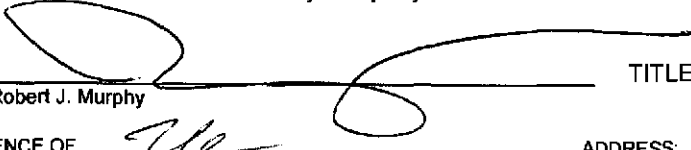
7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 07-016, 52 pages
2. Solicitation Attachment #1, Rate Structure, 1 page
3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
5. Solicitation Attachment #4, Fire and Life Safety Report
6. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
7. GSA Form 3517, General Clauses, 32 pages
8. GSA Form 3518, Representations and Certifications, 7 pages
9. Floor Plans of Leased Area, 2 pages
10. Rider #1 - Fire & Life Safety, 1 page
11. Rider #2 - Security Requirements, 1 page

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

LESSOR: **RP MRP Courthouse, LLC**
A Delaware limited liability company

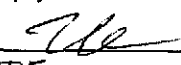
BY


Robert J. Murphy

TITLE:

AUTHORIZED MEMBER

IN PRESENCE OF


JOHN WADE

ADDRESS:

1310 N. Courthouse Rd.
Suite 1100
Arlington, VA 22201

UNITED STATES OF AMERICA

BY



CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2

Revised 10/21/2009

EXCEPTION TO SF2 APPROVED

