

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

AUG 29 2011

LEASE NO.

GS-11B-02311

THIS LEASE, made and entered into this date by and between BP KINGSTOWNE OFFICE BUILDING T, LLC

Whose address is BP KINGSTOWNE OFFICE BUILDING T, LLC  
C/O BOSTON PROPERTIES  
505 9<sup>TH</sup> STREET, NW - SUITE 800  
WASHINGTON, DC 20004

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 50,639 BOMA rentable square feet (BRSF) of office and related space, which yields 44,686 ANSI/BOMA Office Area square feet (USF) of space comprising the entire fifth (22,324 USF) and sixth (22,362 USF) floors of Kingstowne Office Building T, 5971 Kingstowne Village Parkway, Alexandria, VA to be used for such purposes as determined by the Government. Included in the rent, at no additional cost to the Government, are a total of 132 structured parking spaces (inclusive of 10 reserved, structured parking spaces for Official Government Vehicles) in the parking garage attached to the building for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on June 1, 2011 and continuing through May 31, 2021, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$2,012,900.25 (\$39.75 per BRSF / \$45.05 per USF) at the rate of \$167,741.69 per month in arrears. Rent for a lesser period shall be prorated. The annual rent shall include the operating expense and real estate tax base during the Lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to:

BP KINGSTOWNE OFFICE BUILDING T, LLC  
C/O BOSTON PROPERTIES LIMITED PARTNERSHIP  
P.O. BOX 3557  
BOSTON, MA 02241-3557


Commission and Commission Credit - The Lessor has agreed to pay a lease commission of [REDACTED] of the firm term value of this Lease, payable in accordance with SFO Number 9VA2199. The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (Jones Lang LaSalle Americas, Inc.) shall forego [REDACTED] % of the Commission ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission

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

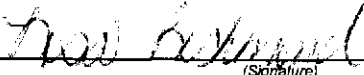
BY: BP KINGSTOWNE OFFICE BUILDING T, LLC  
BY: BOSTON PROPERTIES LIMITED PARTNERSHIP  
BY: BOSTON PROPERTIES, INC.

BY:  (Signature)

Raymond A. Ritchey  
Executive Vice President

IN PRESENCE OF  
 (Signature)

(Title)  
C/O BOSTON PROPERTIES  
505 9<sup>TH</sup> STREET, NW - SUITE 800  
WASHINGTON, DC 20004  
(Address)

UNITED STATES OF AMERICA  
BY:  (Signature)

Contracting Officer, General Services Administration

less the Commission Credit to the Broker, in accordance with the "Broker Commission and Commission Credit" paragraph in SFO Number 9VA2199, as well as the agreement between the Lessor and the Broker dated February 9, 2011.

Notwithstanding Paragraph 3 of this Standard Form 2, the monthly installments of annual rent due under this Lease for the first (1<sup>st</sup>) and second (2<sup>nd</sup>) months of the Lease term shall be reduced as follows to fully recapture this Commission Credit. Because the Commission Credit total is [REDACTED] the rent credit for the first (1<sup>st</sup>) month shall be [REDACTED] and thus the rent due for the first (1<sup>st</sup>) month shall be [REDACTED] and the credit for the second (2<sup>nd</sup>) month shall be [REDACTED] and thus the rent due for the second (2<sup>nd</sup>) month shall be [REDACTED].

4. The Government may terminate this Lease with no penalty at any time on or after May 31, 2016 by giving at least three hundred and sixty-five (365) 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. The Government shall timely execute a Supplemental Lease Agreement for the termination with the Lessor prior to the end of the termination of the Lease. The Government's termination option is penalty free and shall not accrue rental obligation, unamortized Tenant Improvement costs or liquidated damages as a result thereof on or after the effective date of the termination.

5. Intentionally deleted.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. All services, utilities, alterations, repairs and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its attachments are included as a component of the rent, except for services, utilities, repairs and maintenance of Government-owned equipment, which shall be addressed separately in a Supplemental Lease Agreement.

B. In the event Government vacates any portion of the leased Premises, the rent for such space shall be adjusted downward by \$1.85 per USF per annum following proper notice from the Government in accordance with SFO Number 9VA2199 Paragraph 4.4.

C. The annual rent set forth in Paragraph 3 of the Standard Form 2 shall include a Tenant Improvement Allowance of \$35.07 per USF (\$1,567,138.02) to be applied toward tenant improvements or cabling. This allowance shall be amortized into the base rent at 0% interest at the rate of \$3.09 per BRSF per annum or \$3.51 per USF per annum. Any unused portion of this allowance will be applied toward abated rent in accordance with paragraph 3.3 of the SFO or applied toward tenant improvements in any Expansion Premises, in accordance with Rider #2 attached to this Lease. All work must be completed by the Lessor in accordance with the design and construction schedule in section 5.11 of the SFO.

It is agreed that the total cost of Tenant Improvements is to be amortized over the ten (10) year term of the Lease, and that the Lessor is not due any termination fee associated with unamortized Tenant Improvement costs should the Lease be terminated prior to the tenth (10<sup>th</sup>) year of the lease term.

D. Pursuant to Paragraph 4.2 of SFO Number 9VA2199, the Government's Percentage of Occupancy is established as 33.26% for tax purposes, as calculated: 50,639 BRSF / 152,254 BRSF.

E. Pursuant to Paragraph 4.1 of SFO Number 9VA2199, the "Common Area Factor" is calculated to be 1.13322 as calculated: 50,639 BRSF / 44,686 USF.

F. Pursuant to Paragraph 4.3 of SFO Number 9VA2199, the base amount for annual operating costs adjustments is \$453,219.05 (\$8.95 per BRSF / \$10.14 per USF), which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO Number 9VA2199.

G. Pursuant to Paragraph 4.2. of SFO Number 9VA2199, the Real Estate Tax base for the purpose of adjustments shall be the Real Estate Taxes for the property for the first full tax year for which the Real Estate Taxes are based upon a Full Assessment. Real Estate Tax payments shall be adjusted annually.

LESSOR

UNITED STATES OF AMERICA

BY \_\_\_\_\_

(Initial)

BY \_\_\_\_\_

(Initial)

H. Notwithstanding anything in SFO Number 9VA2199 or the attachments thereto to the contrary, the rate for overtime HVAC services is established as thirty-two dollars (\$32.00) per hour per floor. The HVAC system for the 5<sup>th</sup> and 6<sup>th</sup> floors is a single system and HVAC must be operated on both floors whenever HVAC overtime utilities are required.

I. All janitorial services outlined in paragraph 4.8 of SFO Number 9VA2199, shall be performed during Normal Hours as defined in SFO Number 9VA2199, Paragraph 4.5, at no additional cost to the Government.

J. Pursuant to Paragraph 3.2 of SFO Number 9VA2199, the Tenant Improvement Allowance will include the following fees: 1) for standard office build-out, 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 Project Management fees shall not exceed 5%.

K. The Lessor, at its sole cost, shall complete all of the correction items outlined on the Final Fire Protection and Life Safety Report dated March 4, 2011, and addressed in Rider #3.

L. The Government agrees to accept space on the 5<sup>th</sup> and 6<sup>th</sup> floors (50,639 BRSF/ 44,686 USF) "As Existing". The Lessor represents that the Property and Leased Premises are in good repair, providing a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of Lease Commencement or by any other specified date(s). Further, the Lessor is to maintain (or replace, if necessary) such items or conditions so that they remain in "good repair and tenantable condition" throughout the term of the Lease, except for maintenance of Government-owned equipment, which shall be addressed separately in a Supplemental Lease Agreement. The acceptance of the Lease Premises "As Existing" does not relieve the Lessor from the obligation in the Lease to maintain, repair and/or replace building shell and life safety components in compliance with the maintenance, repair and/or replacement standards set forth in the Lease. If replacement is or becomes necessary, such replacements must be no less than equal in quality and function to the existing alterations and meet all applicable current local building codes. The Lessor shall be responsible for ensuring the Property meets and maintains compliance with all applicable local building codes, handicap accessibility, and fire protection and life safety requirements set forth in SFO Number 9VA2199.

M. If there is any conflict between this SF-2 and the balance of the Lease, the terms specified in this SF-2 shall govern.

7. The following are attached and made a part hereof:
- A. Floor plan of Leased Premises, 2 pages;
  - B. Solicitation for Offers Number 9VA2199 dated February 9, 2011, 58 pages;
  - C. Amendment No. 1 to GENERAL CLAUSES, 2 pages;
  - D. Rider #1 – Exceptions to the Solicitation for Offers, 7 pages;
  - E. Rider #2 – Right of First Offer, 2 pages;
  - F. Rider #3 – Fire Protection and Life Safety Evaluation Findings and Recommendations, 1 page;
  - G. Rider #4 – Building Security Requirements, 3 pages;
  - H. Exhibit A – List of Government-Owned Equipment, 1 page;
  - I. Exhibit B – List of Energy Efficient Improvements, 3 pages;
  - J. Certification of Seismic Compliance, 18 pages;
  - K. Fire Protection & Life Safety Evaluation, 12 pages;
  - L. Pre-Lease Security Plan, 16 pages;
  - M. GSA Form 1217 entitled LESSORS ANNUAL COST STATEMENT, 3 pages;
  - N. GSA Form 1364 entitled PROPOSAL TO LEASE SPACE, 2 pages;
  - O. GSA Form 3517B entitled GENERAL CLAUSES, 33 pages;
  - P. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS, 7 pages;
  - Q. Broker Commission Agreement dated February 9, 2011, 3 pages.
  - R. Unit Price List, 3 pages.

LESSOR

UNITED STATES OF AMERICA

BY

(Initial)

BY

(Initial)

8. This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever is due under this agreement until thirty (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

LESSOR

UNITED STATES OF AMERICA

BY

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BY

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