

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: 9/3/2010 Lease No. GS-11B-02189

THIS LEASE, made and entered into this date by and between Plaza 500, LLC

whose address is: 7600 Wisconsin Avenue, 11<sup>th</sup> Floor, Bethesda, MD 20814

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 15,182 BOMA Rentable Square Feet (BRSF) yielding 13,202 ANSI/BOMA Office Area square feet (ABOASF), and 76 parking spaces for Employee/Visitor Use in the building known as Plaza 500, located at 6295 Edsall Road, Alexandria, VA 22312 to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for five (5) Years, three (3) Years Firm commencing on April 25, 2010 continuing through April 24, 2013.

3. The Government shall pay the Lessor annual rent of \$365,886.20 (\$24.10/BRSF) at the rate of \$30,490.51 per month in arrears for Years 1-3. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$95,798.42 (\$6.31/BRSF), daytime cleaning, and base real estate taxes. The rate for Years 4 and 5 is established at \$384,256.42 (\$25.31/BRSF) at the rate of \$32,021.36 per month in arrears for Years 4 and 5. Rent checks shall be made payable to: Plaza 500, LLC, 7600 Wisconsin Avenue, 11th Floor -Bethesda, MD 20814 or in accordance with the provision for electronic payment of funds.

4. The Government has the right to terminate the lease subsequent to Year 3 of the lease on 180 days' notice. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing

5. Intentionally Deleted

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

A. All services, 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.

B. The Government agrees to accept the offered space in its "as existing" condition, and the Lessor represents that such items are in good repair, providing a tenantable condition. The intent of this qualification is to recognize that the Government may find 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). The acceptance of the Lease Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair (or replace if necessary) the building shell and life safety in compliance with the standards set forth in the Lease. Cyclical repainting and carpet replacement of demised tenant spaces are required at the Lessor's expense in accordance with SFO Sections 7.12 and 7.13.

C. In accordance with Paragraph 2.6 "Broker Commission and Commission Credit" of the Lease, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the lease value. The total amount of the commission is [REDACTED]. In accordance with the "Brokerage Commission and Commission Credit" paragraph, Jones Lang LaSalle has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] and shall be paid as free rent in the first month of the lease term. The Lessor agrees to pay Jones Lang LaSalle the Commission less the Commission Credit in the lump sum amount of [REDACTED] which shall be due to Jones Lang LaSalle upon execution of this lease by the Government and payable within 30 days of the receipt of an invoice.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell portion of the rental payments due and owing under the lease shall be reduced in the first month of the lease term to recapture this Commission Credit.

- D. For purposes of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 3.02%, based upon occupancy of 15,182 BRSF in a building 502,097 BRSF. Evidence of payment of taxes shall be furnished as provided by Paragraph 4.2 C and D of the SFO.
  - E. For purposes of Paragraph 4.3 "Operating Costs" of the SFO, the operating cost base is \$95,798.42.
  - F. Pursuant to Paragraph 4.5 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF-2, services, utilities and maintenance shall be provided daily, extending from 7:00 am to 5:00 pm, Monday through Friday, with Saturdays, Sundays and federal holidays excluded ("Normal Hours"). Overtime beyond the above referenced Normal Hours shall be provided at a rate of \$39.00 per hour per floor. The foregoing overtime HVAC rate is inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than Normal Hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
  - G. Pursuant to Paragraph 4.4 of the SFO, the adjustment to the rent for space previously occupied by the Government and then vacated is \$1.95 per ABOASF.
  - H. Seventy-Six (76) parking spaces are included in the base rent for Employee/Visitor Use.
  - I. In the event of a conflict between this SF-2 and any other documents that comprise the Lease, the SF-2 shall govern.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers No. 07-007 dated June 30, 2009 (64 pages)
  - B. Floor Plan (1 page)
  - C. GSA Form 1217 titled Lessor's Annual Cost Statement (1 page)
  - D. GSA Form 3517B titled GENERAL CLAUSES (33 pages)
  - E. GSA Form 3518 titled REPRESENTATIONS AND CERTIFICATIONS (8 pages)
  - F. Pre-Lease Building Security Plan (6 pages)
  - G. Fire Life Safety Evaluation and Rider (10 pages)
  - H. Small Business Subcontracting Plan (14 pages)
8. The following changes were made in this lease prior to execution:  
Paragraph 5 has been deleted in its entirety. SFO Attachments, not listed above, have been intentionally omitted.

IN \_\_\_\_\_ to subscribed their names as of the date first above written.  
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B  
TITLE: **Timothy M. Zulick**  
**Senior VP, Leasing**  
IN \_\_\_\_\_ ADDRESS: **First Potomac Realty Trust**  
**7600 Wisconsin Ave., 11th Floor**  
**Bethesda, MD 20814**  
U  
B  
CONTRACTING OFFICER, GSA, NCR