

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

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

MAR 23 2010

LEASE #GS-11B-02229

THIS LEASE, made and entered into this date between OTR, an Ohio General Partnership, acting as the duly authorized nominee of the Board of the State Teachers Retirement System of Ohio

whose address is:

275 E. Broad Street, Suite 500  
Columbus, Ohio 43215-3703

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 40,402 Boma Rentable Square Feet (BRSF), [yielding 39,967 ANSI/BOMA Office Area Square Feet (BOASF) of flex and office related space located in the building known as Renaissance Park at Dulles, Building 8, 13958 Park Center Road, Herndon, Virginia 20171, as shown on the attached floor plans attached as Exhibit A and made part hereof.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term. The commencement date shall be determined in accordance with SFO Section 8.5 (b).

3. The Government shall pay the Lessor an annual rent of \$720,205.34 (\$18.02/USF) at the rate of \$60,017.11 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$256,987.81 (\$6.43/USF), base real estate taxes, and \$48,623.20 for the tenant improvement allowance of \$199,835.00 (\$5.00/USF) amortized at 8% annual interest. Rent checks shall be payable to OTR, P.O. Box 633262, Cincinnati, OH, 45263-3262.

4. (Intentionally deleted.)

5. The Government shall have the right to one (1) renewal option for a [REDACTED] at an annual rent of [REDACTED] [REDACTED]/USF, payable at the rate of [REDACTED] per month in arrears, plus cumulative operating expense adjustments from the initial lease term. 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.

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

- a) All services, improvements, alterations, repairs, maintenance, utilities as defined by this Lease.
- b) Prior to Government acceptance of the space as substantially complete, 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.
- c) Tenant Improvements: If requested by the Government, in addition to the \$199,835 (\$5.00/USF) tenant improvement allowance mentioned in Paragraph 3, Lessor shall make available to the Government an additional tenant improvement fund of up to \$799,340.00 (\$20.00/USF), amortized at 9% annual interest. Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and new rent. In no event shall the total tenant improvement amortized exceed \$999,175 (\$25.00/USF). The Government may opt to repay some or all of the tenant improvement fund via lump sum payment.

LESSOR

*FN*

GOV'T

*JD*

- d) The Government shall have the right to use twenty (20) non-reserved parking spaces, at no additional cost, during the lease term.
- e) The general contractor's total fees for overhead and profits shall not exceed 4%, the total fees for general conditions shall not exceed 6%, and the total fees for construction management/coordination shall not exceed 5%. Architectural and engineering fees, if any, shall be \$0.67 per USF for the \$5.00/USF of TI. Any such fee will be paid out of the tenant improvement allowance
- f) There is no set rate for overtime usage, as it is anticipated that the Government will not require this service. In the event that the Government changes their mission and requires overtime services, the parties will negotiate an overtime rate which reflects the actual cost of providing this service. Any changes would then be memorialized in a supplemental lease agreement.
- g) Per Section 6.4(i) of the SFO, the lessor is required to provide emergency power to critical systems, if any. This only applies to building life-safety systems, and not to tenant-installed equipment. If the Government requires tenant-installed equipment to be supplied with emergency power, it will be done at Government expense.
- h) The base amount for annual operating cost adjustments is \$256,987.81 (\$6.43/USF), which shall be adjusted annually by the CPI in accordance with Paragraph 2.2 (b) of the SFO. In the event that the actual costs of providing the services comprising the full-service base change beyond that which is contemplated in SFO Section 2.2. (b), the Lessor is entitled to a fair and equitable adjustment of the true operating costs.
- i) The Government shall be entitled to a rent abatement of \$60,017.11 (one month's free rent) to be applied against the first month's rent until fully exhausted.
- j) The Government's percentage of occupancy for real estate tax purposes shall be 27.96%, based on 40,402 RSF/144,484 RSF, subject to confirmation of the total rentable area of the entire building.
- k) In the case of a conflict between this GSA Standard Form 2 (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:

- 1. Solicitation For Offers (SFO) # 07-029, 30 pages
- 2. Solicitation Attachment #1, Rate Structure, 1 page
- 3. Solicitation Attachment #2, Construction Schedule, 1 page
- 4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
- 5. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation, 16 pages
- 6. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
- 7. GSA Form 1364, Proposal To Lease Space and its attachment, 4 pages
- 8. GSA Form 3517, General Clauses, 33pages
- 9. GSA Form 3518, Representations and Certifications, 7 pages
- 10. Rider #1 - Fire Safety, 1 page
- 11. Rider #2 - General Condition, 4 pages
- 12. Floor Plan of Leased Area, 2 page
- 13. Small Business Subcontracting Plan, 13 pages

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

I, \_\_\_\_\_, the duly authorized nominee of the Board of the State Teachers

**Russ Nicholson**  
**Authorized Agent**

BY \_\_\_\_\_

ADDRESS 275 E. Broad St

Cols Oh 43215

IN PRESENCE OF \_\_\_\_\_

Date: 12/10/70

CONTRACTING OFFICER, GSA, NCR Date: \_\_\_\_\_

**EXCEPTION TO SF2 APPROVED**