

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: April 18, 2010
DATE OF EXECUTION: 5/27/10

LEASE No. GS-11B-02243

THIS LEASE, made and entered into this date between GPI/Buchanan Wilson Boulevard LLC

whose address is

c/o Great Point Investors LLC
Two Center Plaza 410
Boston, MA 02108

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 108,296 BOMA Rentable Square Feet (BRSF) [yielding approximately 95,878 ANSI/BOMA Office Area Square Feet (ABOASF)] located on full floors 1-12 of the building known as Architects Building located at 1400 Wilson Boulevard, Arlington, Virginia 22209, to be used for SUCH OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT. Included in the rent, at no additional cost to the Government, are 251 reserved structured parking spaces for exclusive use of official Government vehicles.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN (10) YEAR, ELEVEN (11) MONTH AND THIRTEEN (13) DAY term beginning on April 18, 2010 and ending on March 31, 2021. This is a succeeding lease to lease GS-11B-00230 and GS-11B-80655.

3. Effective as of April 18, 2010, the Government shall pay the Lessor annual rent of \$4,010,709.87 (\$37.0347/BRSF) at the rate of \$334,225.82 per month in arrears for 108,296 BRSF of existing leased premises. The rental rate stated in the preceding sentence shall be inclusive of parking in the garage, for which the Government shall pay rent during the firm term of \$546,894.80 annually (\$5.05/BRSF of the leased premises) payable at the rate of \$45,574.57 per month in arrears. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to: GPI/Buchanan Wilson Boulevard LLC, c/o Great Point Investors LLC, Two Center Plaza - Suite 410, Boston, MA 02108 or in accordance with the provision on electronic payment of funds.

4. (Intentionally Deleted.)

5. The Government shall have a one-time right to extend the term of the Lease for a period of [REDACTED] by delivering written notice of such extension to Lessor not less than twelve (12) months prior to the scheduled expiration of the term of the Lease. Notwithstanding Section 3 hereof, the Government shall pay the Lessor annual rent during such renewal period of [REDACTED] ([REDACTED] /BRSF) payable at the rate of [REDACTED] per month in arrears (all net of electricity costs, gas costs, the cost of Government Maintenance Obligations, and such other costs as are explicitly excluded from rent in this Lease). The rental rate stated in the preceding sentence shall be inclusive of parking in the garage, for which the Government shall pay rent during the renewal period of [REDACTED] annually [REDACTED] /BRSF of the leased premises) payable at the rate of [REDACTED] per month in arrears. Exercise of such extension option shall be irrevocable and binding upon the Government. Except as explicitly stated to the contrary in this Lease, all terms and provisions of this Lease shall continue to apply during any renewal period. A new Real Estate Tax Base and a new operating cost base shall be established for the renewal period, and operating costs and taxes shall adjust during the renewal period as set forth in SFO paragraph 4.2 "Tax Adjustment" and SFO paragraph 4.3 "Operating Costs". Notwithstanding anything to the contrary in the foregoing, after exercising its renewal right, the Government shall have the right to terminate the Lease at any time after the end of the 18th month of the renewal period, provided the Government delivers written notice of its desire to terminate the Lease to Lessor at least 12 months prior to the desired date of termination. Exercise of the termination right by giving notice to Lessor shall be irrevocable and binding upon the Government.

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

A. All services, utilities, alterations, repairs, and maintenance to be provided by Lessor pursuant to this Lease, as well as any other right and privilege of the Government stipulated by this Lease, the SFO and its Attachments, are included in the rent (excluding electricity, gas, Government Maintenance Obligations (defined below) and any other items explicitly excluded from rent in this Lease). This Lease is intended to be a full service lease with the exception of electricity costs, gas costs, the costs of Government Maintenance Obligations and such other costs as are explicitly excluded from rent in this Lease. Nothing herein shall be construed as requiring the Lessor to maintain or repair any equipment, machinery or system owned by the Government. The Government shall be responsible for the performance of the obligations listed on Exhibit D hereto ("Government Maintenance Obligations") at the Government's sole cost and expense.

B. The Government shall accept the leased premises (which includes the building shell, all building systems, all improvements, and all security equipment, systems, installations and improvements) in their "as-existing" conditions (as provided in Exhibit A hereto) as of the date hereof. Notwithstanding anything to the contrary in the Lease, the Government agrees that the payment of rent shall commence as set forth in Section 3 above and shall not be contingent upon the completion by Lessor or acceptance by the Government of any work or improvements. Notwithstanding anything to the contrary in the Lease, Lessor shall not be responsible for the costs of performing any improvements other than those identified on Exhibit B.

Notwithstanding anything to the contrary contained in Paragraphs 3.2 or 3.3 of the SFO or elsewhere in the Lease, the Lessor shall provide to the Government a Tenant Improvement Allowance of \$20.00 per BRSF amortized at a rate of 0% over the firm lease term, which the Government may use for tenant improvement work requested by the Government (and Lessor shall not be obligated to provide any further Tenant Improvement Allowance, except as provided in Section 6.1 below). In the event that the Government spends less than the \$20.00/BRSF Tenant Improvement Allowance, the unused portion shall be applied against the Government's rental obligations.

C. In accordance with the SFO paragraph 4.2 "Tax Adjustment", the Real Estate Tax Base shall be \$324,888.00. The Government's Percentage of Occupancy is established as 100.00% (based on current occupancy of 108,296 BRSF in a building of 108,296 BRSF). Evidence of payment of taxes shall be furnished as required in Paragraph 4.2 (C) of the SFO.

D. In accordance with the SFO paragraph 4.3 "Operating Costs", the operating expense base for escalation purposes is established as \$433,184.00 (\$4.00/BRSF; \$4.52/ABOASF) (exclusive of electricity cost, gas costs, the cost of Government Maintenance Obligations, and such other costs as are explicitly excluded from rent in this Lease). Beginning with the second lease year and each year thereafter, the annual rent shall be adjusted in accordance with SFO Paragraph 4.3. The full service rental rate shall be net of electric and gas and the Government shall be solely responsible for payment of all electricity costs and gas costs attributable to the leased premises.

E. Included in the rental rate for the initial term is all parking (251 spaces on L1 & L2) and storage within the garage. The Government will provide for and fund any staffing, security, and alterations required in the garage. Lessor will be responsible for maintenance costs of the garage (trash removal; bulb replacement; and cleaning, including a power wash every two years if the Government determines in its reasonable discretion that a power wash is necessary). Lessor shall complete a one-time re-striping of the garage if (i) the Government determines, in its reasonable discretion, that re-striping is necessary and (ii) the Government requests such re-striping during the term of the Lease. The timing of completion of such re-striping shall be determined by Lessor and Government.

F. Pursuant to Paragraph 4.5 "Normal Hours" 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 8:00 am to 6:00 pm, Saturdays, Sundays and federal holidays excluded ("Normal Hours"). Pursuant to SFO Paragraph 4.6 "Overtime Usage", beyond the aforementioned hours, the overtime HVAC service rate shall be \$20.90 per hour for a single floor and \$1.05 per hour for each additional floor. These charges are inclusive of all labor, maintenance, and service fees associated with the provision of HVAC services outside Normal Hours. The Government shall have access to the leased space and appurtenant areas at all times without additional payment (other than HVAC services as provided above), including the use, during other than Normal Hours, of elevators, toilets, lights, and electric power (provided the Government is responsible for all electricity costs and gas costs attributable to the leased premises).

G. Pursuant to SFO Section 4.4, "Adjustment for Vacant Premises", if the Government (i) fails to occupy any portion for the leased premises or (ii) vacates the premises in whole or in part prior to the expiration of the term of the Lease, the rental rate will be reduced by \$2.03/ABOA per year for that portion of space unoccupied or vacated.

H. Pursuant to a separate written agreement and in accordance with SFO Paragraph 2.3 "Broker Commission and Commission Credit", 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 aggregate lease value, for the ten (10) year firm term. The total amount of the commission for the existing leased premises is [REDACTED] ("Total Commission



Amount"). Jones Lang LaSalle has agreed to forego [REDACTED] of the total commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] and shall be applied in equal monthly amounts of [REDACTED] against the shell rental payments in the first (1st) and second (2nd) months of the Lease term. The Total Commission Amount minus the Commission Credit is [REDACTED] due to Jones Lang LaSalle ("Remaining Broker's Commission"). "Shell rent" refers to the amount obtained by subtracting the operating expense base from the total rent provided in Section 3 above.

The rent schedule for the first and second full months is as follows:

First (1st) month's rental payment of \$334,225.82 minus first month commission credit of [REDACTED] equals [REDACTED] adjusted first month's rent (commission credit shall be applied to shell rent only).

Second (2nd) month's rental payment of \$334,225.82 minus second month commission credit of [REDACTED] equals [REDACTED] adjusted second month's rent (commission credit shall be applied to shell rent only).

I. In addition to the Tenant Improvement Allowance described in Section 6.B hereof, Lessor shall provide the Government an additional allowance in the amount of **\$6.64/BRSF** ("Additional Allowance") for the completion of tenant improvements. The Government acknowledges that this Additional Allowance satisfies all obligations of Lessor existing as of the date of the execution of this Lease with respect to carpeting and painting in the leased premises; provided, however, that the Additional Allowance need not be used by the Government for carpeting and painting. The Additional Allowance shall be governed by Section D of Rider No. 1 as if the Additional Allowance were included in the Tenant Improvement Allowance described in Section 6.B hereof; provided, however, that (i) any portion of the Additional Allowance that remains unused by the Government as of the 5th anniversary of the date of execution of this Lease shall thereafter be unavailable for use by the Government and (ii) in no event shall any portion of Additional Allowance be credited against the Government's rental obligations or be refunded to the Government at the end of the lease term or otherwise. The Government shall notify Lessor in advance of its intent to use of any portion of the Additional Allowance.

J. The Government shall be responsible for the following amounts in connection with the tenant improvements: (i) Architectural/Engineering fees (x) in an amount no greater than 8% of the total cost of the work for tenant improvement projects in which the cost of the work will be greater than \$250,000 provided that nothing herein shall require Lessor to pay the applicable architect/engineer a percentage fee and (y) all such fees for projects in which the cost of the work will be \$250,000 or less provided that for such projects the architectural/engineering contract shall be bid to at least three qualified architects; and (ii) Project Management fees equal to (1) 5% of the cost of the work, where the cost of the work is greater than \$20,000 but less than \$100,000, (2) 4% of the cost of the work, where the cost of the work is equal to or greater than \$100,000 but less than \$250,000; and (3) 2.5% of the cost of work, where the cost of the work is equal to or greater than \$250,000.

K. This SF2 (including Exhibits A, B and D) and Rider No. 1 shall govern in the event of a conflict between (i) this SF2 (including Exhibits A, B and D) or Rider No. 1 and (ii) the other documents that are part of the Lease (including the SFO).

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

- A. Exhibit A - "As-Existing" - 1 page
- B. Exhibit B - Lessor's Work - 3 pages
- C. Exhibit C - Floor Plans & Global Summary of Areas- 17 pages
- D. Exhibit D - Government Maintenance Obligations - 1 page
- E. Solicitation For Offers No. 9VA2313 - 54 pages
- F. Rider No. 1 - 3 pages
- G. Fire Protection & Life Safety Evaluation - 11 pages dated March 23, 2010
- H. Elevator Modernization Specification - 79 pages dated June 29, 2010
- I. HVAC System Survey - 15 pages dated May 20, 2010
- J. GSA Form 1217 - Lessor's Annual Cost Statement - 3 pages
- K. GSA Form 3517B - General Clauses - 33 pages
- L. GSA Form 3518 - Representations and Certifications - 10 pages
- M. Small Business Subcontracting Plan - 14 pages

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

LESSOR: GPI/Buchanan Wilson Boulevard LLC

By: Northeast Wilson LLC, Managing Member

By: 

Title: Joseph A. Versaggi
Vice President

IN PRESENCE

OF 

ADDRESS Two Center Plaza, Suite 410
Rochester, MA 02108