

DATE OF LEASE: SEPTEMBER 21, 2011

LEASE # GS-11B-02323

THIS LEASE, made and entered into this date between: Millbrook Apartment Associates, LLC

Whose address is: c/o Cambridge Property group, LLC  
560 Herndon Parkway, Suite 210  
Herndon, VA 20170

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 21,706 BOMA Rentable Square Feet (BRSF) [equivalent to 19,585 ANSI BOMA Office Area (ABOA)] of office and related space, located on the entire 14<sup>th</sup> floor (15,933BRSF/14,602ABOA), and a portion of Suite 1301 (5,773BRSF/4,983ABOA), in the office building known as 4401 Ford Avenue, located at 4401 Ford Avenue, Alexandria, Virginia 22302-1473, to be used for OFFICE AND ANCILLARY PURPOSES AS REASONABLY DETERMINED BY THE GOVERNMENT (See Exhibit "A", hatched area of the floor plans.

2. TO HAVE AND TO HOLD said premises with their appurtenances for a Five (5) Year Firm term beginning on the lease commencement date determined in accordance with "Attachment #2 Construction Schedule" (the "Commencement Date") and ending Five (5) years later, subject the renewal right hereinafter set forth.

3. The Government shall pay Lessor a total annual rent of \$768,319.55 (\$35.40/BRSF (\$35.396643785) which is equivalent to (\$39.23/ABOA) at the rate of \$64,026.63 per MONTH paid in arrears, commencing upon the Commencement Date. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$164,905.70 equal to \$8.42/ABOA (\$7.69/ABOA + \$.73/ABOA for daytime cleaning premium), base year real estate taxes, and \$137,369.19 to amortize a tenant improvement allowance of \$686,845.95 (\$35.07/ABOA) at zero percent (0%) annual interest. The operating cost base includes the daytime cleaning premium of \$.73/ABOA. Payment of CPI adjustments to operating costs and adjustments for real estate taxes shall be made by the Government in accordance with SFO # 11-VA. Rent checks shall be made payable to: Millbrook Apartment Associates, LLC, P.O. Box 75034, Baltimore, MD 21275-5734.

The Government's percentage of occupancy for real estate tax purposes shall be 9.96% based on 21,706 BRSF/ 218,030 BRSF, subject to confirmation of the RSF of the leased premises and the total rentable area of the building.

4. Intentionally deleted.

5. The Government shall have the right to [REDACTED]

[REDACTED] per month in arrears, plus cumulative and continuing operating expense adjustments from the initial lease term (i.e., accrued operating expense adjustments are not included in the specified rental rate for the renewal term and shall be added to the specified rate upon commencement of the renewal term), provided that this Lease is still in full force and effect and the Government delivers timely written notice exercising this option as provided in this Section 5. Rent shall continue to be adjusted for operating cost escalations as provided in SFO # 11-VA. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in the SFO, using the base year established for the initial firm 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 the renewal term, except that the Government shall have no further options to renew. Said notice period shall be computed commencing the day after the date such notice is deposited in the U.S. Mail, post prepaid, addressed to Lessor at P.O. Box 75034, Baltimore, MD 21275-5734.

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 DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- (a) FIRE & LIFE SAFETY: Notwithstanding any other provision of the Lease, prior to substantial completion of the leased premises, the Lessor shall correct all deficiencies, if any, and comply with all recommendations and findings of the completed Fire Protection & Life Safety Evaluation Report (SFO Attachment #4) prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of Attachment #4 which are set forth in Rider No. 2 attached hereto.
  - (b) TENANT IMPROVEMENTS: The annual rental rate recited in paragraph 3 includes an amortized Tenant Improvement Allowance (TIA) of **\$686,845.95 (\$35.07/19,585/ABOA)**. The TIA is amortized in the rent at an annual interest rate of 0% (zero percent) per annum over the firm term of the lease. The Government shall not have the right to repay the TIA via lump sum payment to the Lessor as additional rent. Upon completion of tenant improvements and acceptance thereof by the Government (not to be unreasonably withheld) a Supplemental Lease Agreement (SLA) shall be executed by both parties memorializing the amount of Tenant Improvement Allowance used by the Government, and the payment method and the date of commencement of the term of this Lease.
  - (c) In accordance with Section 8.3D of the SFO, before the Government signs this Lease, Lessor shall submit to the Government a plan regarding Lessor's efforts to meet the Energy Star label through modifications of the Building.
  - (d) Pursuant to paragraph 7.0 of the SFO services, utilities and maintenance shall be provided daily, extending from 7:00 AM to 6:00 PM, except Saturdays, Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be **\$49.00** for the leased premises per hour, beyond the normal hour schedule. These rates shall escalate in a manner consistent with, the Operating Cost Escalation in the SFO.
  - (e) DAYTIME CLEANING: The rate for daytime cleaning is **\$.73/ABOA** which is included in the rent, and shall take place during normal business hours.
  - (f) The general contractor's total fees for overhead and profit shall be 7%, the total fees for general conditions shall be 5% and the total fees for construction management/coordination fees shall be 5%. Architectural and engineering fees, if any, shall be 7% of the total tenant improvements plus change orders. Any such fees will be paid for out of the Tenant Improvement Allowance.
7. The Government shall utilize the Tenant Improvement Allowance to pay for any improvements performed by the Lessor for the Government in accordance with the Lease Lessor shall make the Tenant Improvement Allowance available immediately following Lease execution, but such amount shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. If the total cost of Tenant Improvements as memorialized in the SLA executed by Lessor and the Government in accordance with Section 6(b) above shall be less than **\$35.07/ABOA**, the unused portion of the Tenant Improvement Allowance shall be credited against the rent as it becomes due under this Lease. If the total cost of the Tenant Improvements is greater than **\$35.07/ABOA**, the amount of the Tenant Improvement Allowance shall be increased, up to but not exceeding **\$42.08/ABOA**, in the aggregate, to include such excess (the amount in excess of **\$35.07/ABOA**, but not exceeding **\$42.08/ABOA**, in the aggregate, being herein referred to as the "Tenant Improvements Overrun") and the rent shall be increased over the term of the Lease by an amount sufficient to amortize the entire Tenant Improvements Overrun over the initial term of the Lease with interest at 9% per annum. If the total cost of the Tenant Improvements is greater than **\$42.08/ABOA**, in the aggregate, the Government shall pay the excess over **\$42.08/ABOA** in cash. In no event shall the Government elect to pay any part or all of the remaining unamortized balance of the Tenant Improvement Allowance. The Tenant Improvements shall be designed and constructed by Lessor in accordance with the final agreed upon design and construction schedule to be prepared in accordance with the Construction Schedule set forth in Attachment #2 to the SFO, and shall be completed within 145 business days following agreement by Lessor and the Government upon the Tenant Improvement price in accordance with Paragraph 5.12 of the SFO and issuance of the Government's notice to proceed as provided in Paragraph 5.12E of the SFO.
8. Delay in the design, permitting or construction of the Tenant Improvements caused by or arising from actions or omissions of the Government (including without limitation any delays caused by the Government's review and approval of the dissemination of building or related information to Lessor's Contractor, subcontractors, architects or engineers in accordance with Section 5.2 of the SFO), shall constitute Government delay for purposes of this Lease. There shall be no liquidated damages for late delivery of the Premises.
9. Pursuant to SFO Paragraph 4.4, in the event that the Government vacates any portion of the Premises, the rent for the vacated block of space will be decreased by **\$1.79/ABOA**. This Adjustment for Vacant Premises shall only be applicable to space completely vacated by the Government and for which the Lessor is no longer required to provide maintenance and operating services. The adjustment to the rent for vacant space on a floor shall take effect only after the Government has completely vacated one-half or more of that floor. This Adjustment to the rent is to be taken by the Government thirty (30) calendar days after notice and complete vacation of the space.
10. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B)(7) of the SFO. If any tax credit is due to the Government as a result of a Lessor's appeal of the tax assessment during the Lease term, the credit to the Government

will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.

11. The base amount for annual operating costs adjustments is **\$164,905.70** which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of the SFO.
12. Lessor reserves the right to install submeters for electricity consumption attributable to supplemental HVAC systems, data/storage rooms, [redacted] space or other spaces or facilities within the Premises which will likely consume electricity in excess of five (5) watts per square foot, and the Government shall pay for the electricity consumed by such separately metered spaces or facilities at the then-current price per kilowatt hour charged to Lessor by the applicable utility. If such submeters are installed prior to the Government's occupancy, they shall be considered the Government's cost and paid as part of the Tenant Improvements.
13. Twenty-six (26) unreserved onsite parking spaces shall be available to the Government at the additional cost to the Government of \$95.00 per permit, per month. Additional unreserved parking for the Government occupants onsite parking shall be offered to the Government at \$105.00 per parking permit, per month. Any parking spaces that the Government desires to pay for with the rent shall be added to this Lease through a subsequent Supplemental Lease Agreement
14. In the event of a conflict between this SF2 and other documents that are part of the Lease, this SF2 shall govern.
15. In accordance with Section 1.5 of the SFO, the Government shall have the right to use appurtenant areas of the Building serving the premises for ingress and egress to and from the Premises and in common with other occupants in the Building entitled to use such appurtenant areas.
16. Notwithstanding anything in the General Clauses (Form 3517B) attached hereto (as "General Clauses") to the contrary,
  - (1) Assignment. In considering consenting to a proposed assignment in accordance with Clause 2 of Section 552.270-5 of the General Clauses, the Lessor may consider the creditworthiness of the proposed assignee in relationship to the Government's creditworthiness, and the proposed assignee's intended use of the space in giving or withholding consent.
  - (2) Substitution of Tenant Agency.
    - (a) The Government agrees to advise the Lessor in advance if there is going to be a new tenant agency assigned to the Premises, and further agrees to use such reasonable efforts as are necessary to identify a new tenant agency that will be similar in use as the agency initially named in this Lease. Further, if at the time the Government is considering to substitute a new Government agency for the agency named in the Lease, more than one Government agency is looking in the market area in which the Building is located for space comparable to the Premises, Lessor may choose which of such agencies will be substituted for the Government agency named in the Lease, and
    - (b) If Lessor reasonably objects to the use of the Premises to be made by any Government agency to be substituted for the agency named in the Lease, the Government may terminate the Lease effective on the later of (i) the date upon which the agency named in the Lease vacates the Premises or (ii) fifteen (15) days following Government's notice to terminate.
  - (3) Notices of Default. Prior to exercising a right to terminate the Lease under General Clause 11 or 16 or any other provision of the Lease, the Government will provide written notice of the claimed default to Lessor and any lender identified by Lessor as its lender (as long as the Government is provided with the address for notification to such lender), which notice shall provide Lessor and/or its lender with at least a thirty (30) day period in which to cure the default. In addition, prior to exercising a right to terminate the Lease under General Clause 11 or 16, or any other provision of the Lease, the Government shall provide Lessor and its Lender with such additional time to cure the default as is necessary provided that Lessor shows to the reasonable satisfaction of the Government that (1) it is diligently prosecuting the work required to cure the default, and (2) the default will be cured within a reasonable period of time, not to exceed a total of one-hundred eighty (180) days. Notwithstanding the opportunity to cure a default as provided herein, Lessor shall remain liable for any damages that result from its failure to perform its obligations in accordance with the Lease. Notwithstanding anything else in this paragraph, if the default is of a health or life threatening nature such that the Government may not practically provide advance notice to the Lessor or Lessor's lender, this paragraph shall not apply and the Government may exercise its rights as stated in General Clause 11 and/or 16 or other provisions of the Lease.
  - (4) Fire and Casualty.
    - (a) (i) If all or substantially all of the Premises is damaged or destroyed by fire or other casualty at any time following the execution of this Lease and the reconstruction or repair of such space cannot reasonably be substantially completed and the space reoccupied (or occupied for the first time in the event such damage or destruction precedes the Government's initial occupancy of such space) within one (1) year after the date of the destruction, then this Lease will immediately terminate and neither party to this Lease shall thereafter have any obligation under the Lease with respect to such space except obligations previously accrued and remaining unpaid or outstanding.  
  
(ii) If any portion of the Premises is damaged or destroyed by fire or other casualty, in part, at any time following the execution of this Lease such that the reconstruction or repair of the Premises can be substantially completed and the Premises reoccupied (or occupied for the first time in the event such damage or destruction precedes the

Government's initial occupancy of such space) within one (1) year of such damage or destruction, or longer if the parties have so negotiated, this Lease shall not terminate and the Lessor shall proceed with reasonable diligence and shall repair and reconstruct the Premises within such period to substantially restore the condition that existed immediately prior to such damage.

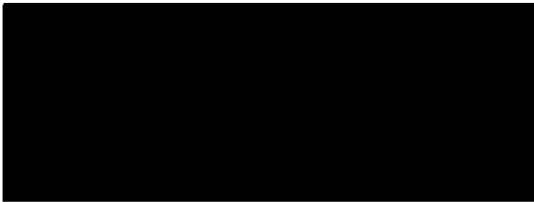
- (b) During the period in which repairs or reconstruction are being completed (i) in those instances where the damage or destruction has rendered the entire Premises totally untenantable or unusable ("unusable" referring here to areas not themselves damaged but not useable as a result of damage to another part of the Premises), the Government may, suspend all payments under the Lease with respect to such untenantable or unusable Premises until such time as the Premises is repaired or reconstructed so as to be tenantable and usable by the Government, and (ii) in those instances where the damage or destruction has rendered any smaller portion(s) of the Premises totally untenantable or unusable, as reasonably determined by the Government, the Government may, by giving timely written notice to the Lessor, suspend paying a portion of the Rent (and other payments) that is proportionate to the rentable square footage of the portion of the Premises damaged or destroyed or otherwise rendered untenantable or unusable by the same until such time as that portion of the Premises is repaired or reconstructed so as to be tenantable and usable by the Government. If the parties agree that such untenantable or unusable portion of the Premises will not be repaired, reconstructed or rendered useable (as applicable), no Rent will accrue to the Lessor after such partial destruction or damage with respect to such untenantable or unusable portion; and Rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.
- (c) Unless the Lease is terminated pursuant to part (a) of this provision, with respect to the applicable damaged or destroyed portion of the Premises, when the Government returns to any portion of the Premises after the damage indicated in either (a) or (b) above is repaired and restored to the condition that existed immediately prior to such damage, the Government will receive a credit against Rent for its aggregate rent and estimated real estate tax and operating expense adjustments for the term of any temporary replacement lease or leases (if any) that the Government entered into for the duration of the period in which the Premises was being repaired or restored in excess of the aggregate Rent that would have been paid for a like term under this Lease. In addition, the Government will receive a credit against Rent for all reasonable moving costs it actually incurs in returning to the applicable portion of the Premises.
- (d) It shall be the sole responsibility of the Lessor to provide such fire and casualty insurance as may be necessary to ensure the Premises can be reconstructed in the event of their destruction. Notwithstanding anything to the contrary contained herein, Lessor shall have no obligation to insure the Property against or to repair or rebuild the Property in the event of (i) an act of terrorism, a radiation event or the use of a weapon of mass destruction or (ii) any event for which insurance is not customarily available at commercially reasonable rates. Further notwithstanding anything to the contrary contained herein, Lessor shall have no obligation to rebuild or restore the Premises following any casualty or damage for which Lessor is not required to carry insurance pursuant to this Lease.
- (e) Nothing in this Lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America to the extent caused by the willful or negligent act or omission of Lessor. Likewise, to the extent authorized under the Federal Tort Claims Act, nothing in this Lease or in this clause shall be construed to relieve the Government for any and all liability arising from the intentional or negligent acts of the Government, its agents, employees or other representatives resulting in casualty or other damage to the premises or the building in which the premises are located.
18. In accordance with Section 1.1.F of the SFO and the terms of this Section 19, the Government may, at its sole cost and expense, install, maintain, repair, replace and remove (provided any resulting damage is promptly repaired to the satisfaction of Lessor), such satisfaction not to be unreasonably withheld, no more than one (1) antenna or satellite dish on the Building roof for Government's use and not for license to or use by any other person or entity. Any antenna or satellite dish installed by the Government shall (i) in all respects, including without limitation location and size, be reasonably satisfactory to Lessor, such satisfaction not to be unreasonably withheld (ii) not interfere with any other antenna or satellite dish existing at the time of the Government's installation or any replacements thereof, and (iii) be installed and maintained in compliance with applicable laws, ordinances, regulations, covenants and restrictions. The antenna or satellite dish will conform to the Building's structural and load requirements, as well as applicable federal, state and local laws and regulations, and will not be visible from street level. The Government shall be solely responsible, at Governments' sole cost and expense, for all maintenance and repair throughout the Term of this Lease with respect to said antenna or satellite dish; and notwithstanding anything in the Lease to the contrary, the Government, at its sole cost and expense, shall, prior to vacating the Premises, remove the antenna or satellite dish from the Building and repair to the satisfaction of Lessor (not to be unreasonably withheld) any damage to the Building caused by such removal and restore any portion of the Building affected by the installation or removal of the antenna or satellite dish to its original condition (subject to normal wear and tear and casualty damage) prior to vacating the Premises.
18. The following are attached and made a part hereof:
- 1) SOLICITATION FOR OFFERS (SFO) #11-VA, 56 PAGES
  - 2) SECURITY RIDER # 1, 1 PAGE

- 3) FIRE & LIFE SAFETY RIDER # 2, 1 PAGE
- 4) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 5) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 6) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
- 7) ATTACHMENT # 4, FIRE AND LIFE SAFETY REPORT, 16 PAGES
- 8) SMALL BUSINESS SUBCONTRACTING PLAN, 14 PAGES
- 9) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
- 10) GSA FORM 3517B GENERAL CLAUSES, 33 PAGES
- 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
- 12) FLOOR PLAN "EXHIBIT A" 2 PAGES

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

LESSOR: MILLBROOK APARTMENTS ASSOCIATES, LLC,

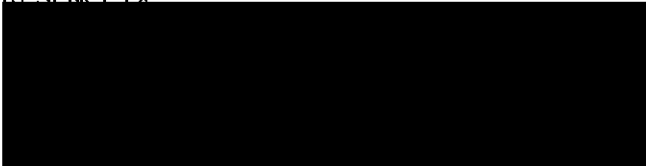
a Delaware limited liability company



Authorized agent

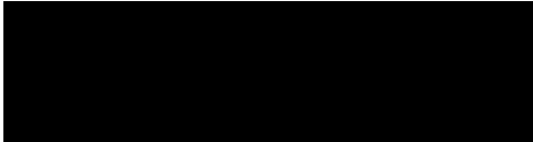
Title: Chief Operating Officer

IN PRESENCE OF



Address: 560 Herndon Parkway, Suite 210, Herndon, VA 20170

UNITED STATES OF AMERICA



BY

TITLE

CONTRACTING OFFICER, GSA, NCR