

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

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: NOVEMBER 9, 2012

LEASE # GS-11B-12558

THIS LEASE, made and entered into this date between: PS Business Parks, Inc.

Whose address is: c/o PS Business Parks, Inc.  
1521 Westbranch Avenue, Suite 100  
Tyson Corner, Virginia 22102-3204

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 8,328 BOMA Rentable Square Feet (BRSF) [equivalent to 7,835 ANSI BOMA Office Area (ABOA)] of office and related space, located on the 1<sup>st</sup> floor in suite 100 (1,337BRSF/1,258ABOA) and suite 110 (6,991BRSF/6,577ABOA) IN the office building known as Northpointe East, located at 44845 Falcon Place, Sterling, Virginia 20166-9545. 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 Succeeding lease term beginning on October 8, 2012 through October 7, 2017, subject to termination rights as may be herein set forth in paragraph 5 (five) below.

3. The Government shall pay the Lessor a total annual rent of \$205,198.65 (\$26.19/ABOA) which is equivalent to \$24.64/BRSF (\$24.63960735) at the rate of \$17,099.89 per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$25,307.05 equal to (\$3.23/ABOA), base year real estate taxes, and a tenant allowance of (\$156,700.00/\$20.00/ABOA) which is amortized at six and one-half percent (6.5) annual interest equal to \$36,792.19. Payment of CPI increases in operating costs and adjustments for real estate taxes shall be made by the Government in accordance with the provisions contained in SFO # 12-NCR. Notwithstanding the forgoing, the Government shall be entitled to abatement of rent in the sum of \$30,779.80, to be applied against the fully serviced monthly rental payment until fully exhausted, which is equivalent to three percent (3.0%) of the total contract value of the firm term. Rent checks shall be made payable to: PS Business Parks, Inc., 1521 Westbranch Avenue, Suite 100, Tyson Corner, Virginia 22102-3204.

The Government's percentage of occupancy for real estate tax purposes shall be 16.33% based on 8,328 BRSF/ 51,000 BRSF, subject to confirmation of the total rentable area of the building.

4. Intentionally deleted.

5. The Government shall have the right to one (1) consecutive renewal option for a five (5) year firm term beginning upon the fifth (5<sup>th</sup>) anniversary of the Commencement Date at an annual rental rate \$179,421.50 (\$22.90/ABOA) which is equivalent to (\$21.54/BRSF (\$21.544368396) at the rate of \$14,951.79 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 # 12-NCR. 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, and addressed to Lessor as herein provided.

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, Fire & Life Safety rider # 2 addresses that the Lessor shall correct all deficiencies and comply with all recommendations and findings included therein, 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 amortized Tenant Improvement Allowance (TIA) of \$156,700.00 (\$20.00/7,835 ABOA). The TIA is amortized in the rent at an annual interest rate of 6.50% (six and a half 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 \$35.00 for the leased premises per hour, beyond normal hour schedule. These rates shall escalate in a manner consistent with, the Operating Cost Escalation in the SFO.

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

- 1) SOLICITATION FOR OFFERS (SFO) #12-NCR, 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, 8 PAGES
- 8) SMALL BUSINESS SUBCONTRACTING PLAN, 13 PAGES
- 9) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 2 PAGE
- 10) GSA FORM 3517B GENERAL CLAUSES, 33 PAGES
- 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
- 12) FLOOR PLAN "EXHIBIT A" 1 PAGE
- 13) ENERGY STAR PLAN, 1 PAGE

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

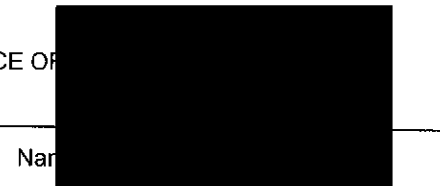
LESSOR: PS Business Parks, L.P.

By: 

*Regional Manager*

Title:

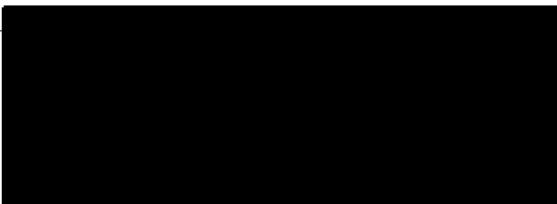
IN PRESENCE OF

Name: 

Address: 2751 Prosperity Avenue, Suite 150  
Fairfax, Virginia 22031-4343

UN

BY



TITLE

CONTRACTING OFFICER, GSA, NCR