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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

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### 1.01 THE PARTIES (JUN 2012)

This Lease is made and entered into between

#### SMC – United Industrial Limited Partnership

(Lessor), a District of Columbia partnership (structure of business entity, individual, etc.), and whose interest in the Property described herein is that of fee simple title owner or has a leasehold interest in the ground and outright ownership of the improvements for a term (including Lessor's renewal options) that is at least as long as the term of this Lease, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

### 1.02 THE PREMISES (SEP 2012)

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**3365 V Street, NE, Washington, DC 20018**

and more fully described in Exhibit A, together with rights to use the appurtenant areas, including, but not limited to, parking, satellite dishes, antennas, and related transmission devices, and other areas as set forth herein. This Lease establishes various requirements relating to the Building Shell. Such requirements are not deemed Tenant Improvements (TIs). For anything to be considered TI it must specifically be so identified. Otherwise, it shall be considered Building Shell. Unless specifically identified in this Lease as a TI, all work to ready the Premises for Lessee's occupancy shall be provided and performed at Lessor's sole cost and expense and will not be applied against any Tenant Improvement Allowance (TIA).

The Premises are described as follows:

Warehouse and Related Space: 10,424 rentable square feet in accordance with ANSI/BOMA Standard Z65.2-2009, Method "A" (Exterior Wall Methodology) (for industrial buildings), excluding any mezzanine space (hereinafter referred to as ANSI/BOMA RSF):

**1.2(a) Warehouse/Storage Space:** 10,424 ANSI/BOMA RSF, in a single-story building.

**1.2(b) Office Space:** 0 ANSI/BOMA RSF.

**1.2(c) Total Space:** 10,424 ANSI/BOMA RSF.

**1.2(d) Loading Docks:**

**1.2(e) Heating, Ventilation, Air-Conditioning, and Humidity Control:**

(1) Warehouse areas: Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual override switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. All controlled thermostats shall be capable of locking to prevent adjustment by unauthorized persons, and shall be secured from manual operation by key or locked cage. A key shall be provided to the LCO. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom.

Lessor shall provide ventilation/air circulation in accordance with the latest version (2010 as of Sept 2012) of ASHRAE 62.1.

(2) Office areas: Temperature control for non-warehouse areas shall be provided by concealed central heating and air conditioning equipment capable of maintaining a temperature of 72 degrees Fahrenheit (+/- 1F) during heating season and 75 degrees Fahrenheit (+/- 1F) during air-conditioning season. The equipment shall maintain space temperature control over a range of internal load fluctuations of Warehouse and Office areas: HVAC systems must conform to the IBC (International Building Code) or the locally approved building code.

### 1.03 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

**A. Automobile Parking:**

~~XX parking spaces for automobiles as depicted on the plan attached hereto as Exhibit X of which XX spaces shall be marked as reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.~~

**B. Route: (accepted as-existing)**

(1) At least one accessible route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of an accessible route shall be 36 inches. If an accessible route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.

(2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.

(3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.

(4) Gratings in a route surface shall have spaces no wider than 1/2 inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

**C. Ramps: (accepted as-existing)**

Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet. Handrails complying with "HANDRAILS" shall be provided on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Curb ramps shall be provided wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

**1.04 LEASE TERM (SEP 2012)**

To have and to hold the said Premises with its appurtenances for the term beginning **April 1, 2014**, continuing for a period of:

**Ten (10) years full, five (5) years firm**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

**1.05 DATE OF EXPECTED OCCUPANCY (SEP 2012)**

Occupancy is required by April 1, 2014.

**1.06 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SEP 2012)~~ INTENTIONALLY DELETED**

**1.07 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.08 ~~RENEWAL RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED**

1.09 RENT AND OTHER CONSIDERATION (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		NON-FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$ 82,017.56	\$7.87	\$ 96,838.96	\$9.29
OPERATING COSTS (EXCLUDES REAL ESTATE TAXES)	\$ 28,457.52	\$2.73	\$ 28,457.52	\$2.73
BUILDING SPECIFIC SECURITY <sup>1</sup>	\$ 4,397.40	\$0.42 <sup>2</sup>		
<b>TOTAL BASE ANNUAL RENT</b>	<b>\$114,872.48</b>	<b>\$11.02</b>	<b>\$125,296.48</b>	<b>\$12.02</b>

<sup>1</sup>Building Specific Security Costs are amortized at a rate of 0 percent per annum over 5 years.  
<sup>2</sup>Rates may be rounded.

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

~~B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 10,424 ANSI/BOMA Standard Z65.2-2000 RSF (based upon the methodology outlined under the "Payment" paragraph in Section 6 "Additional Terms and Conditions" hereinafter.~~

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the "Payment By Electronic Funds Transfer – Central Contractor Registration" paragraph in Section 6 "Additional Terms and Conditions" hereinafter. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses, and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease.

1.10 ~~TENANT-IMPROVEMENT ALLOWANCE (SEP 2012) INTENTIONALLY DELETED~~

1.11 ~~TENANT-IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011) INTENTIONALLY DELETED~~

1.12 ~~TENANT-IMPROVEMENT FEE SCHEDULE (SEP 2012) INTENTIONALLY DELETED~~

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SEP 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 12.48 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 10,424 RSF by the total Building space of 83,552 RSF.

(See also "Real Estate Tax Adjustment" in Section 2).

1.14 REAL ESTATE TAX BASE (SEP 2012)

The Real Estate Tax Base shall be set in accordance with Section 1.15 of the Lease, "Real Estate Tax Adjustment"

The Real Estate Tax Base includes the taxes assessed on Lots 0005 & 0802 of Sq. 4373, which are both applicable to the Property.

**1.15 REAL ESTATE TAX ADJUSTMENT (SEP 2012)**

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest, or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease agreement indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any tax year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described hereinafter the paragraph entitled "Prompt Payment") for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

#### 1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.58 per ABOA SF of Space vacated by the Government.

#### 1.17 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

#### 1.18 OPERATING COST BASE (SEP 2012)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$2.73 per ANSI/BOMA RSF (\$28,457.52/annum), which amount represents the estimated annual cost of services and utilities furnished by the Lessor as part of the rent for this fully-serviced Lease.

(See also "Operating Costs Adjustment" below).

#### 1.19 OPERATING COSTS ADJUSTMENT (SEP 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for (exterior) common area maintenance, including landscaping, parking lot maintenance, common area utilities, snow removal, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the [redacted] revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the [redacted]. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the

adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

**1.20 PARKING (SEP 2012) INTENTIONALLY DELETED**

**1.21 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Jones Lang LaSalle Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$9,572.71 (of which \$6,834.80 of shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$9,572.71 (of which \$6,834.80 of shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

**1.22 PAYMENT OF BROKER (JULY 2011)**

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

**1.23 SECURITY STANDARDS (JUN 2012)**

The Lessor agrees to the requirements of Security Level II attached to this Lease.

**1.24 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
FSL II SECURITY REQUIREMENTS	5	B
FSL II SECURITY UNIT PRICE LIST	2	C
GSA FORM 3517B, GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	F
OFFEROR'S STATEMENT OF ENERGY EFFICIENCY UPGRADES	1	G

**SECTION 6 ADDITIONAL TERMS AND CONDITIONS**

**6.01 NOTICES (SEP 2012)**

All notices required or permitted by this Lease shall be in writing and may be delivered in person, by hand or by messenger or courier service, or by email or facsimile transmission during normal business hours; or, in the case of notices from Lessee to Lessor only, may be sent by certified, registered, or U.S. Postal Service Express Mail, with postage pre-paid, and shall be deemed sufficiently given if served in a manner specified herein. All notices to the Lessee shall be either hand delivered, couriered, or delivered via email or fax. The initial addresses for delivery are as follows:

Lessor: SMC - United Industrial L.P.  
c/o Stanley Martin Commercial, Inc.  
7501 Wisconsin Ave. Suite 630 E  
Bethesda, MD 20814  
Attn: Fred Farshey  
Email: ffarshey@stanleymartincommercial.com

Lessee:  
Joel Berelson  
Lease Contracting Officer  
General Services Administration  
301 7<sup>th</sup> Street, SW, Room 2670  
Washington, DC 20407  
Email: JOEL.BERELSON@GSA.GOV


Either party may, by written notice to the other, specify a different address for notice purposes. Upon request by either party, a copy of all notices required or permitted to be given hereunder shall be concurrently transmitted to such party or parties at such addresses as specified by the requesting party.


Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by U.S. Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of same to the U.S. Postal Service or courier. If any notice is transmitted electronically by email or facsimile, the same shall be deemed served or delivered upon confirmation receipt of the transmission thereof, provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

**6.02 AUTHORIZED REPRESENTATIVES (AUG 2011)**


The signatories to this Lease shall have full authority to bind their respective principles with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principles to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO without notice or express delegation by the prior LCO.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**  
SMC - United Industrial L.P.  


**FOR THE GOVERNMENT:**  
  
Date: SEP 09 2014

Name: FRED FARSHAY  
Title: General Partner  
Date: 8/29/2014

  
Name: F. V. C. GOROWITZ, Sr  
Title: Agent  
Date: 8/29/2014