

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

August 1, 2011

LEASE NO.

GS-03B-09308

THIS LEASE, made and entered into this date by and between

BIT Holdings Eighteen Inc.  
whose address is 1601 K Street NW  
Suite 1100  
Washington, DC 20006

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

300,000 ANSI/BOMA Office Area square feet and related space located at:

14700 Townsend Road  
Philadelphia, PA 19154-1025

together with ninety (90) surface parking spaces to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See Lease Rider Paragraph 12 through See Lease Rider Paragraph 12, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$See Lease Rider Paragraph 12 at the rate of See Lease Rider Paragraph 12 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

BIT Holdings Eighteen Inc.  
1601 K Street NW  
Suite 1100  
Washington, DC 20006

4. The Government may terminate this lease in whole effective at any time after the fifteenth (15) full year of occupancy by giving at least one-hundred twenty (120) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. All services, utilities (with the exclusion of electric and gas), maintenance, operations, and other considerations as set forth in this lease. The Government shall be responsible for paying the cost of electric and gas directly to the utility provider. The Lessor shall insure that such utilities are separately metered.

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INITIALS:

WWh & SAM  
LESSOR GOV'T

6. The following are attached and made a part hereof:
- A. Rider to Lease GS-03B-09308
  - B. Solicitation for Offers # 8PA2159
  - C. GSA Form 3517, "General Clauses"
  - D. GSA Form 3518, "Representations and Certifications"
  - E. [REDACTED] Cleaning Schedule

7. The following changes were made in this lease prior to its execution:

This lease contains 103 pages

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

LESSOR BIT HOLDINGS EIGHTEEN, INC.

BY [REDACTED] 1601 K. St NW, Suite 1100, Washington, DC  
(Address) 20006  
**Vice President/Assistant Secretary**

IN PRESENCE OF: [REDACTED] 1601 K. St NW, Suite 1100, Washington, DC  
(Address) 20006

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY J. M. C.  
(Signature)

Contracting Officer  
(Official title)

RIDER TO LEASE GS-03B-09308

8. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

9. The total percentage of space occupied by the Government under the terms of the lease is equal to **100%** of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of **300,000** rentable square feet by the total building space of **300,000** rentable square feet. The tax base year is 2011 provided all conditions in Lease Paragraph 4.2, Tax Adjustment, are met.

10. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is **1.00 (300,000 RSF / 300,000 ABOA SF)**.

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$248,614.00 is acceptable. This figure includes the Government's pro-rata share of operating costs.

12. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within **210 calendar** days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for **twenty (20)** consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Lessor  Government 

**Years 1 through 5:**

The total annual rent of **\$2,331,000.00** breaks down as follows\*:

**Shell Rent: \$1,663,290.00** per year

**Amortized annual cost for Tenant Improvement Allowance\*:**  
**\$419,096.00** per year

**Interest rate** at which Tenant Alterations are amortized: **10%**

**Annual Cost of Services: \$248,614.00** per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

**Years 6 through 10:**

The total annual rent of **\$2,457,000.00** breaks down as follows\*:

**Shell Rent: \$1,789,290.00** per year

**Amortized annual cost for Tenant Improvement Allowance\*:**  
**\$419,096.00** per year

**Interest rate** at which Tenant Alterations are amortized: **10%**

**Annual Cost of Services: \$248,614.00** per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

**Years 11 through 15:**

The total annual rent of **\$2,592,000.00** breaks down as follows\*:

**Shell Rent: \$1,924,290.00** per year

**Amortized annual cost for Tenant Improvement Allowance\*:**  
**\$419,096.00** per year

**Interest rate** at which Tenant Alterations are amortized: **10%**

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**Annual Cost of Services: \$248,614.00** per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

**Years 16 through 20:**

The total annual rent of **\$2,319,000.00** breaks down as follows:

**Shell Rent: \$2,070,386.00** per year

**Annual Cost of Services: \$248,614.00** per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of **\$3,250,000.00** which is included in the rent, using the **10%** amortization rate over the firm term of **15 years**. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the **10%** amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent, per Paragraph 3.3, "Tenant Improvement Rental Adjustment," according to the negotiated amortization rate over the firm term of the lease.

13. In accordance with Paragraph 3.4 "GSA Forms and Pricing Information" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

- 1) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is **0%** of Total Subcontractors' costs.
- 2) General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is **9%** of Total Subcontractors' costs.
- 3) Architectural/engineering fees charged by the Lessor for Tenant Improvements are **\$115,890.00**.

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4) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 5% of Total Tenant Improvement Construction Costs.

14. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime HVAC services is \$0.00 per hour.

15. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$0.00 per ANSI/BOMA Office Area square foot.

16. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

Lessor Wh Government SAM