

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

5/11/2010

LEASE NO.

GS-03B-09461

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

Meadowville LP.

whose address is 2600 Citadel Plaza Drive
Houston, TX 77008-1351

and whose interest in the property hereinafter described is that of

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:

A total of 117,186 ANSI/BOMA Office Area (previously usable) of office and warehouse space (130,077 rentable square feet (RSF)) located at the Enterchange at Meadowville, 2101 Bermuda Hundred Road in Chester, Virginia 23836-3200. Included in the rent at no additional cost to the Government are 30 reserved, secure parking spaces for exclusive use of Government employees and patrons.

to be used for such purposes as may be determined by the General Services Administration (GSA).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See paragraph 14 of Rider to Lease through See paragraph 14 of Rider to Lease, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ See paragraph 14 of Rider to Lease

at the rate of \$ See paragraph 14 of Rider to Lease per Month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Meadowville LP.

2600 Citadel Plaza Drive
Houston, TX 77008-1351

4. The Government may terminate this lease in whole or in part, at any time effective on or after the fifth (5th) full year of occupancy by giving at least 60 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. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.~~

~~Said notice shall be computed commencing with the day after the date of mailing.~~

6. a. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
All services, utilities, maintenance, operations, alterations, and other considerations asset forth in this lease.

6b. Clarifications:

Office area/ Office space shall include: The Office area, Integration area, Shipping and Receiving areas.

The following sections of the SFO which has been attached to the Lease are hereby clarified below.

Page 13 of 98 of Lease, Section 1.12, A. 3 of SFO is clarified such that the requirement to provide acoustical ceiling throughout the Government-demised area shall apply only to the Office areas ("Office Area") and shall not apply to the warehouse area. Lessor shall not be required to install acoustical ceiling in the Warehouse Area.

Page 13 of 98 of Lease, Section 1.12, A.8 of SFO is clarified and shall apply to the office areas.

Page 13 of 98 of Lease, Section 1.12, A.10 of SFO is clarified such that parabolic lighting shall be required in ceilings in the Office Areas only. Warehouse lighting is to remain "as-is".

Page 48 of 98 of Lease, Section 8.19, A.1.a of SFO is clarified such that work and other items required to be performed, installed or maintained by Lessor pursuant to this section shall be applicable only to the Office Areas.

The government's electrical cost per the GSA form 1217 of Solicitation for Offers 9VA2373 is \$6080/ per rentable square foot. The electrical cost is included within the "Annual Cost of Services" as set forth on Page 4 of 98 of this Lease, and is a component of the \$1.70 per rentable square foot as set forth on page 4. Upon submission of the Government's electrical specifications, the lessor shall provide an adjustment for the electrical costs, that is determined to be fair and reasonable by the Government. Or the Government shall have the option to convert this lease to a net of electric lease.

Deletions:

Page 36 of 98 of Lease, Section 6.11 of SFO is deleted in its entirety and shall be of no force and effect. Lessor shall not be required to install or provide a directory.

Page 48 of 98 of Lease, Section 8.18 of SFO is deleted in its entirety and shall be of no force and effect. Lessor shall not be required to install or provide an elevator.

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

~~The General Provisions and Instructions (Standard Form 2 - A _____ edition).~~

- (a) Standard Form 2 - U.S. Government Lease for Real Property
- (b) Rider to Lease GS-03B-09461
- (c) Solicitation For Offers
- (d) GSA Form 3517B - General Clauses
- (e) GSA Form 3518 - Representations and Certifications
- (f) Floor Plans

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

NONE

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

EWS
Legal

LESSOR Meadowville, LP.

BY: WB SUB 6P, LLC
77'S LEASE PARTNER

KM

BY

M. Candace DuFour, Sr. Vice President

[Redacted]
Vice President/Director of Industrial Properties

(Address)

SERVICES ADMINISTRATION

BY

[Redacted]
Contracting Officer

(Official title)

9. 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.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 52.460980% percent 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 130,077 rentable square feet by the total building space of 247,950 rentable square feet.

11. 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 1.110004600 (130,077 RSF/117,186 ABOA SF).

12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$1.70 per Rentable square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

13. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

14. 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 60 calendar days from the date of notice to proceed with the construction of the

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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 10 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:

Years 1 through 5:

Shell Rent: \$495,593.37, ^{per year} or approximately \$3.81 per Rentable Square Foot ^{MIP/ms}

Amortized annual cost for Tenant Improvement Allowance*:
\$137,440.01 total/ per year

Interest rate at which Tenant Alterations are amortized: 10%

Annual Cost of Services: \$221,130.90 per year or approximately \$1.70 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 6 through 10:

Shell Rent \$591,850.35 per year or approximately \$4.55 per Rentable Square Foot,

Annual Cost of Services: \$221,130.90 per year or approximately \$1.70 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Lessor MIP Government ms

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*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$539,055.60 or approximately \$1.06 per Rentable square foot, which is included in the rent, using the 10% amortization rate over the firm term of 5 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 according to the negotiated amortization rate over the firm term of the lease.

15. In accordance with Paragraph 3.4, "GSA Forms and Pricing Information" of the Lease, the overhead and profit charged by the Lessor for Tenant Improvements requested by the Government is 0% of Total Construction costs.

16. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$40.00 per hour.

17. 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 \$.67 per ANSI/BOMA Office Area square foot.

18. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

19. 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"

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C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"