

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

JAN 10 2011

LEASE NO.

GS-03B-12027

BLDG. NO.

THIS LEASE, made and entered into this date by and between JEMAL'S 411, LLC

whose address is 702 H Street NW, Suite 400
Washington, DC 20001-3875

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:

11,632 Rentable Square Feet (RSF) yielding approximately 9,698 ANSI/BOMA Office Area (ABOA) square feet and related space on the First and Second Floor of the building located at 411 E. Franklin, Richmond, VA 23219-2221, together with twenty-four (24) free onsite structured 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 January 1, 2012 through December 31, 2021 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 13)

at the rate of (see Lease Rider Paragraph 13) per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Jemal's 411, LLC
c/o Douglas Jemal
702 H Street NW, Suite 400
Washington, DC 20001-3875

4. The Government may terminate this lease in whole or in part at any time effective after the fifth (5th) full year of occupancy by giving at least sixty (60) days' prior 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:~~
~~year period(s) at the annual rental of \$ _____ (\$ _____ per ABOA square foot), plus accrued operating cost escalations~~

~~provided notice be given in writing to the Lessor at least _____ 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. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. In accordance with Paragraph 2.4 of the Lease, "Broker Commission and Commission Credit", Jones Lang LaSalle (the Broker) is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.4 of the SFO, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle 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 period practicable.

Notwithstanding Paragraph 12 of this Lease Rider, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment \$21,109.31 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First

INITIALS:

[Signature] Lessor

[Signature] & Government

Month's Rent.

"NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that for which it is provided without consent of the GSA Lease Contracting Officer."

7. The following are attached and made a part hereof:
- A. Rider to Lease No GS-03B-12027.
 - B. Solicitation for Offers # 9VA2193
 - C. Amendment #1 to SFO #9VA2193
 - D. GSA Form 3517B, "General Clauses" version dated 07/08
 - E. GSA Form 3518, "Representations and Certifications" version dated 01/07
 - F. Floor Plans

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

This lease contains 79 pages

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

LESSOR
Jemal's 411

BY _____

702 H St. NW, Suite 400, Washington, DC
(Address) 20001

IN PRESENCE OF _____

(Signature)

702 H St. NW, Suite 400, Washington, DC
(Address) 20001

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

B _____

Contracting Officer
(Official title)

RIDER TO LEASE GS-03B-12027

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 7.91% 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 11,632 Rentable Square Feet by the total building space of 147,040 Rentable Square Feet.
11. For purposes of determining the base rate for future adjustments to the operating costs, the Government agrees that the base rate of \$6.73 per ANSI/BOMA Office Area (ABOA) square foot is acceptable. This figure includes the Government's pro-rata share of operating costs.
12. 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 any time 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.
13. Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 27 of the General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

Total Annual Rent: \$253,311.76 per year

Shell Rent: \$183,874.08 per year or \$18.96 per ANSI/BOMA Office Area Square Foot (ABOA)

Amortized annual cost for Tenant Improvement Allowance: \$4,170.14 per year

Interest rate at which Tenant Alterations are amortized: 8%

Parking: \$0.00 per year

Annual Cost of Services: \$65,267.54 per year or \$6.73 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per SFO Paragraph 4.2, "Operating Costs"

INITIALS: _____
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Government

RIDER TO LEASE GS-03B-12027

Years 6 through 10:

The total annual rent of \$267,567.82 breaks down as follows:

Shell Rent: \$202,300.28 per year or \$20.86 per ANSI/BOMA Office Area Square Foot (ABOA),

Parking: \$0.00 per year

Annual Cost of Services: \$65,267.54 per year or \$6.73 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per SFO Paragraph 4.2, "Operating Costs"

14. In accordance with SFO Paragraph 4.5, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$35.00 per hour.
15. The Lessor shall re-paint the entire leased space in accordance with Paragraph 7.5, "Painting" within six (6) months of lease award.
16. The Lessor shall re-carpet the entire leased space within six (6) months of lease award in accordance with the broadloom carpet specifications provided in Paragraph 7.6, "Floor Covering and Perimeters." In addition, the VCT tile in the break room will also be replaced at same time as the carpet replacement.
17. The Lessor shall make the following energy improvements to the leased premises, no later than January 1, 2013 as specified in letter from Lessor dated November 30, 2011.
 - A. Install thirty (30) Occupancy Sensors in the Tenant Premises.
 - B. Delamp vending machines
 - C. Replace existing Lobby compact fluorescent light bulbs with energy saving LED bulbs
18. The Lessor shall install automatic door openers at the main building entrance compliant with the Architectural Barriers Act Accessibility Standard (ABAAS) within six (6) months of lease award. Lessor must maintain the automatic door openers throughout the lease term, consistent with Lease Paragraph 4.10, "Maintenance and Testing of Systems".
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"
 - C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

INITIALS: _____
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Government