

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 3/24/11

LEASE No. LMD02247

THIS LEASE, made and entered into this date by and between New Boston Inglewood I LLC
whose address is: c/o Transwestern Carey Winston, LLC
8820 Columbia 100 Parkway, Suite 301
Columbia, MD, 21045-2172

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:

A total of 40,682 BOMA rentable square feet (BRSF) yielding 39,579 ANSI/BOMA Office Area square feet (ABOA) of office and related space, consisting of a portion of the First (1st) Floor being shown on the floor plans attached as Exhibit A and made part hereof, as well as thirty-six (36) reserved parking spaces for Official Government Vehicles in the building known as Inglewood Industrial Center #6 and located at 1220 Caraway Court, Largo, MD 20774.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term with one five (5) year option commencing upon the Government's acceptance of the space for occupancy, such occupancy being required either by July 1, 2011 (See Solicitation for Offers No. OMD2041, Par 1.9) or in accordance with the schedule set forth in Solicitation for Offers No. OMD204, Par 5.9, whichever is later. The parties will execute a supplemental lease agreement (SLA) after the commencement date to memorialize the commencement and expiration dates of the lease term.

3. The Government shall pay the Lessor the annual rent of \$821,369.58 (\$20.19 per BRSF) at the rate of \$68,447.47 per month in arrears. This rent is inclusive of the operating expense base and the initial tax base. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: New Boston Inglewood I LLC, c/o Transwestern, 6700 Rockledge Drive, Suite 400A, Bethesda, MD, 20817-1849, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, a portion of the monthly rent shall be abated during the first (1st) through fifth (5th) months of the lease term, in equal monthly amounts of \$25,380.32, for a total of \$126,901.60, as more fully set forth in Paragraph 6(K) below.

4. [Intentionally Deleted]

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a five (5) year term at an annual rental rate of \$698,509.94 payable at the rate of \$58,209.16 per month in arrears. This rent is inclusive of the initial operating expense base and the initial tax base but exclusive of cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO OMD2041. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO OMD2041. 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 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, improvements, alterations, repairs, and utilities as defined by this lease.
- B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$42.08 per ABOA Tenant Improvement allowance amortized at 8.0% over the initial firm term, which amortization amount equals \$6.13 per ABOA per year. The total amount of the Tenant Improvement allowance is \$1,665,484.32. The

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Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense.

- C) The adjustment for vacant premises shall be \$1.25 per ABOA per annum in accordance with Paragraph 4.4 of SFO No. OMD2041.
 - D) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 53.57% for tax purposes, as calculated: 40,682 BRSF/ 75,947 BRSF. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B)(7) of the SFO.
 - E) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.0278, as calculated: 40,682 BRSF/ 39,579 ABOA.
 - F) The base amount for annual operating costs adjustments is \$224,562.56 (\$5.52 per RSF) , which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO No. OMD2041.
 - G) Pursuant to paragraph 4.7 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF2, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm Saturdays, excluding Sundays and federal holidays ("Normal Hours Schedule"). Overtime beyond the above-referenced Normal Hours Schedule shall be provided at the rate of \$45.00 per hour. The foregoing overtime HVAC rates are inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
 - H) Pursuant to Paragraph 1.1(B) of the SFO, the thirty-six (36) reserved parking spaces discussed in Paragraph 1 of this Standard Form 2 shall be at no additional charge to the Government. An addition 108 non-reserved parking spaces shall also be made available for the Government's use at no additional cost. Twelve (12) of the aforementioned reserved parking spaces shall be secured through means acceptable to the Government at the Government's sole expense.
 - I) All janitorial services outlined in paragraph 4.8 of the SFO shall be performed during Normal Tenant Working Hours, at no additional cost to the Government.
 - J) The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall not exceed [REDACTED] of the Total Subcontractors Costs; (2) General Contractor's fee shall not exceed [REDACTED] of the Total Subcontractors Costs; (3) Architectural and Engineering fees shall not exceed [REDACTED] per ABOA; and (4) Project Management fees shall not exceed [REDACTED] of the Total Subcontractors Costs. These markups are all subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement.
 - K) Commission and Commission Credit – The Lessor has agreed to pay a lease commission of [REDACTED] of the firm term value of this lease, payable in accordance with the SFO. The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (Studley, Inc.) shall forego [REDACTED] of the Commission ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit ([REDACTED]) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, as well as the commission agreement between the Lessor and the Broker dated January 21, 2011.

The rental payments due and owing under this lease for months one (1) through five (5) of the lease term shall be reduced in equal amounts of [REDACTED] to fully recapture this Commission Credit. Thus the total rent due for the first (1st) through fifth (5th) months shall be [REDACTED] per month in arrears.
 - L) In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.
7. The following are attached and made a part hereof:
- A) Exhibit A - Floor plan of leased area, 1 page;
 - B) Rider #1 – Fire Protection and Life Safety Corrections, 1 page;
 - C) Rider #2 – Energy Efficient Upgrades, 1 page;
 - D) Rider #3 – Escrow and Guarantee, 1 page;
 - E) Solicitation for Offers #OMD2041, 50 pages;

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- F) SFO Amendment #1 - Energy Star, 4 pages;
- G) Pre-Lease Security Plan, 4 pages;
- H) Fire Protection & Life Safety Evaluation, 15 pages;
- I) GSA Form 1217, Lessor's Cost Statement, 2 pages;
- J) GSA Form 3517B, General Clauses, 33 pages;
- K) GSA Form 3518, Representations And Certifications, 7 pages;
- L) GSA Form 1364, Proposal to Lease Space, 3 pages;
- M) Certificate of Seismic Compliance, 5 pages;
- N) Small Business Subcontracting Plan, 14 pages;
- O) Security Unit Price List, 2 pages;

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

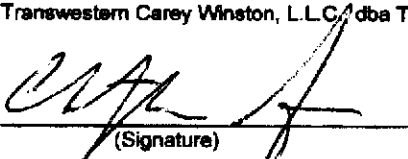
Paragraph 4 of this SF2 has been deleted in its entirety.

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

New Boston Inglewood I LLC

By: Transwestern Carey Winston, L.L.C. dba Transwestern, Receiver pursuant to court order dated 1/4/2011

By


(Signature)

Christopher Sanger, Exec. V. Pres & General Counsel

(Printed Name and Title)

Date:

2/22/2011

6700 Rockledge Drive, Suite 400-A
Bethesda, MD 20817
(Address)

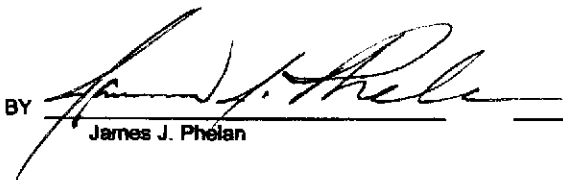
IN PRESENCE OF:


(Signature)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY


James J. Phelan

Contracting Officer

(Official title)

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