

DATE OF LEASE: AUG 26 2011

LEASE #GS-11B-02272

THIS LEASE, made and entered into this date between **CRP Holdings A, L.P.**
Whose address is: c/o Colony Realty Partners
2 International Place, Suite 200
Boston, MA 02110

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 considerations hereinafter mentioned, covenant and agree as follows:

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

A total of approximately **8,974 Rentable Square Feet (RSF)** being **8,636 ANSI BOMA Office Area Square Feet (BOASF)**, consisting of approximately 7,224 RSF and 6,920 BOASF currently occupied by the Government, under expiring lease GS-11B-60284, hereafter referred to "existing premises" and approximately 1,750 RSF and 1,716 BOASF, hereafter referred to as "expansion premises" located at **7401 Forbes Boulevard, Seabrook, Maryland, 20706, and known as Maryland Corporate Center 2.**

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years (the "Term") beginning for the existing premises on October 11, 2010 (the "Commencement Date") and continuing through October 10, 2020 subject to the right to terminate effective as of the last day of the fifth (5th) full lease year of the Term (the "firm term") as set forth below. The commencement date for the expansion premises shall be determined in accordance with section 5.10.J "Rent Commencement" of the SFO, and the Government's lease of the expansion premises under this Lease shall be coterminous with the Term of this Lease as to the "existing premises."

3. The Government shall pay the Lessor an annual rent of \$203,895.96 (\$23.61 /BOASF) at the rate of \$16,994.03 per MONTH in arrears commencing upon the Commencement Date, and continuing thereafter for the Term of the Lease. Adjustments for operating costs and real estate taxes shall continue during the term in accordance with the respective paragraphs in the SFO. Rent for a period of less than one full month at the beginning or end of the Term shall be prorated. The annual rent includes an operating cost base of \$76,514.96 (\$8.86 /BOASF), \$18,274.47 base real estate taxes, and \$72,680.58 to amortize a tenant improvement allowance of \$363,402.88 (\$42.08 /BOASF) at zero percent (0%) annual interest over the firm term. The operating cost base includes the daytime cleaning. Rent checks shall be payable to **CRP Holdings A, L.P.**, at the address shown below:

Maryland Corporate Center Lockbox
P.O. Box 30043
New York, NY 10087-0043

Payments may be made by Electronic Funds Transfer in accordance with Clause 24 of the General Clauses, GSA Form 3517, attached to and made a part of this Lease.

4. The Government may terminate this lease effective upon the last day of the fifth (5th) full year of the Term by giving at least 180 days' prior notice in writing to the Lessor. If the Government exercises such early termination by timely written notice to Lessor, no rental shall accrue after the effective date of such termination. The number of days of said notice shall be computed commencing with the day after the date of mailing.

5. Intentionally omitted.

JF

LESSOR JF GOV'T [Signature]

(rev. 1/5/2007)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- a) Prior to substantial completion of the expansion premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto and made a part hereof.
 - b) Tenant Improvements: Lessor shall make the Tenant Improvement Allowance in the amount \$363,402.88 (\$42.08/BOASF) available immediately following lease execution, but such amount shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the sole discretion to direct disbursement of the Tenant Improvement Allowance funds in accordance with SFO Paragraph 3.2 "Tenant Improvements." Upon substantial completion of improvements in the expansion premises by Lessor and acceptance thereof by the Government (which acceptance shall not be unreasonably withheld), the cost of improvements and date of commencement of the Term of this Lease as to the expansion premises shall be memorialized in a Supplemental Lease Agreement (SLA). In no event shall the total cost of tenant improvements as memorialized in such SLA be less than \$42.08/BOASF. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process, with the understanding that bidding shall take place at the trade/subcontractor level. Any work items provided by the General Contractor, or for which there are not at least three qualified bidders at the trade/subcontractor level, shall be subject to the Government review of cost and pricing data.
 - c) Pursuant to section 4.5 (Normal Hours) of the SFO, as part of the rental consideration set forth herein, services, utilities, and maintenance shall be provided daily 7:00 am to 6:00 pm Monday through Friday, with Saturdays Sundays and Federal Holidays excluded. Daytime cleaning is included.
 - d) The Government's percentage of occupancy for real estate tax purposes shall be 28.86%, based on 8,974 RSF / 31,091 RSF, subject to confirmation of the total rentable area of the entire building. Additionally, the negotiated Real Estate Tax Base (that is, the agreed-upon base for Real Estate Taxes applicable to the Premises) for calculating future Tax Adjustments is determined to be \$18,274.47 (\$2.11/BOASF).
 - e) Pursuant to section 4.3 (Operating cost base) of the SFO, the operating cost base for determining future Operating Cost Adjustments is \$76,514.96, \$8.86/BOASF
 - f) The general contractor's total fees for overhead and profit and the Lessor's total construction management fees for the Tenant Improvements for the Government's space shall be as allocated on the Attachment to Form 1364. Any such fees will be paid for out of the Tenant Improvement Allowance.
 - g) The existing premises is currently under lease GS-11B-60284, the Government shall accept the existing premises in its existing condition as of the Commencement Date with no representation or warranty except as may otherwise be herein expressly provided. The acceptance of the existing premises in its existing condition does not relieve the Lessor from the obligation in this Lease to maintain and repair (or replace if necessary) the building shell and life safety in compliance with the standards set forth in the lease. Lessor covenants and agrees that such items will be in good repair and tenantable condition upon the Commencement Date. The intent of this qualification is to recognize that the Government may find such items or conditions to be at least minimally acceptable with regard to the Government's continued occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of the lease commencement or by any other specified date(s). Further the lessor is to maintain (or replace, if necessary) such items or conditions so that they remain in "good repair and tenantable condition" throughout the term of this lease. Lessor is not relieved from requirements contained in the lease for future alterations, repairs, replacements, construction and/or improvements. If replacement is or becomes necessary, such replacement must be no less than equal in quality and function to the existing alterations and meet all applicable current local building codes.
 - h) The HVAC Overtime rate shall be \$37.00 per hour, subject to adjustment semiannually based upon the difference between the estimated utilities on GSA Form 1217, attached hereto, and the actual bills paid by Lessor and presented to the Government. Lessor reserves the right to install submeters and charge overtime services based upon actual cost.
 - i) In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.
 - j) The SFO and GSA Form 3517B are modified as set forth in the Clarifications and Modifications attached hereto and made a part hereof.
 - k) Pursuant to SFO Paragraph 4.4 "Adjustment for Vacant Premises," the Adjustment for Vacant Premises as defined by the Lease and its Attachments shall be \$1.00 per RSF (or \$1.03 per BOASF). An Adjustment for Vacant Premises shall only be applicable to space completely vacated by the Government and for which the Lessor is no longer required to provide maintenance and operating services. The Adjustment to the rent for vacant space on a floor shall take effect only after the Government has completely vacated one-half or more of that floor. This Adjustment to the rent is to be taken by the Government thirty (30) calendar days after notice and complete vacation of the space. The Operating Cost Base shall be reduced at the same rate for such vacated space.
 - l) The Tenant Improvements to the expansion premises shall be constructed by the Lessor in accordance with the final agreed upon design and construction schedule to be prepared in accordance with SFO Paragraph 5. The initial design and construction schedule is attached to this Lease. The start date for the initial task shall commence upon the full execution of the Lease, and the required substantial completion date shall be in accordance with the SFO.

LESSOR JP GOV'T [Signature]

(rev. 1/5/2007)

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

1. Solicitation For Offers (SFO) #9MD2252, 70 pages, numbered 1-53 and 62-80
2. ~~GSA Form 4364, 2 pages~~ ✓
3. ~~Solicitation Attachment #1, Rate Structure, 4 page~~ ✓
4. Small Business Subcontracting Plan
5. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
6. GSA Form 3517, General Clauses, 32 pages
7. GSA Form 3518, Representations and Certifications, 7 pages
8. Floor Plans of Leased Area, 1 page
9. Rider #1 - Fire & Life Safety, 4 pages
10. Clarifications and Modifications to SFO #9MD2252, 1 page
11. Rider #2 Green Lease Submittals/Energy Star Language

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

LESSOR: CRP Holdings A, L.P.

BY _____
Name _____

IN PRESENCE OF _____

ADDRESS 2 International Place Boston MA

UN _____
BY _____

CONTRACTING OFFICER, GSA, NCR AUG 8 0 2011