

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

FEB 02 2012

LEASE NO.

GS-03B-12028

THIS LEASE, made and entered into this date by and between Cross-Frederick Associates, LLC

whose address is c/o Cross and Company
5301 Buckeystown Pike
Frederick, Maryland 21704-8302

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:

4,129 Rentable Square Feet yielding approximately 3,538 ANSI/BOMA Office Area square foot and related space located on the Second Floor, at the Ballenger Creek Center, 321 Ballenger Center Drive, Suite 212, Frederick, Maryland 21703-4565, together with 10 free 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 13 through See Lease Rider Paragraph 13, 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:

Cross-Frederick Associates, LLC
c/o Cross & Company, LLC
5301 Buckeystown Pike
Frederick, Maryland 21704-8302

4. The Government may terminate this lease in whole or in part effective at any time after the **fifth (5th) full year of occupancy by giving at least sixty (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:
() () 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.~~

SFO NO. 0MD2226
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INITIALS:
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LESSOR

& 
GVT

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.

~~A. All services, utilities (with the exclusion of _____), maintenance, operations, and other considerations as set forth in this lease. The Government shall be responsible for paying the cost of _____ directly to the utility provider. The Lessor shall insure that such utilities are separately metered in accordance with the paragraph entitled "Utilities Separate from Rental/Building Operating Plan."~~

~~B. The Lessor and the Broker have agreed to a cooperating lease commission of _____% of the firm term value of this lease. The total amount of the commission is \$ _____. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego _____% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$ _____. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.~~

~~Notwithstanding Paragraph 3 of this Standard Form 2, 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 of \$ _____ minus prorated Commission Credit of \$ _____ equals \$ _____ adjusted First Month's Rent.*~~

~~_____ Second Month's Rental Payment \$ _____ minus prorated Commission Credit of \$ _____ equals \$ _____ adjusted Second Month's Rent*~~

~~_____ Month's Rental Payment shall commence in full.~~

~~*subject to adjustment upon determination of actual TI expenditure~~

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

- A. Rider to Lease GS-03B-12028
- B. Solicitation for Offers Number OMD2226, [REDACTED] Special Requirements, and SFO Amendment #1
- C. Lessor's Clarifications to Initial Offer
- D. GSA Form 3517C, "General Clauses" version dated 07/08
- E. GSA Form 3518A, "Representations and Certifications" version dated 01/07
- F. Energy STAR - Building Efficiencies Letter dated September 12, 2011
- G. FloorPlans - Second Floor & Suite 212

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

This lease contains 89 pages.

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

LESSOR, Cross-Frederick Associates, LLC, c/o Cross and Company

BY [REDACTED]
DANIEL C. CROSS, CAPT, USN
(Signature)

5301 BUCKEYSTOWN PIKE
FREDRICK, MD 21704
(Address)

IN PRESENCE OF:

[REDACTED]

5301 Buckeystown Pike
Fredrick, MD 21704
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY [REDACTED]

Contracting Officer
(Official title)