

DATE OF LEASE: DECEMBER 7, 2011

LEASE #GS-11B- 12510

THIS LEASE, made and entered into this date between: Twelfth Springhill Lake Associates, LLC

Whose address is: 343 Thornall Street
Edison, NJ 08837-2206

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 **9,901 ANSI BOMA Rentable Square Feet (BRSF)**, being **8,421 ANSI BOMA Office Area Square Feet (ABOA)**, (herein referred to as the Leased Premises), located in Suite 710 on the 7th floor, as shaded on the attached floor plan made a part hereof, and 1 garage reserved parking space, in the building known as Capital Office Park 4, located at 6411 Ivy Lane, Greenbelt, MD 20770-1405.

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 the five (5) YEAR FIRM term beginning on January 1, 2012 and expiring on December 31, 2016, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$255,298.41 [(\$30.21 / ABOA X 8,421 ABOA) + (\$75.00 X 12 months for 1 garage reserved parking space)] at the rate of \$21,274.87 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$57,515.43 (\$6.83 / ABOA), base real estate taxes, 1 garage reserved parking space at the monthly rate of \$75.00 per space or \$900.00 annually, and \$40,979.40 to amortize a tenant improvement allowance of \$168,420.00 (\$20.00 / ABOA) at eight percent (8%) annual interest over the firm term of the lease. The operating cost base includes the daytime cleaning premium of [REDACTED] / ABOA. Government shall be entitled to a rent credit in the amount of \$37,212.40 to be applied against the monthly fully serviced rental payment until exhausted. Rent checks shall be payable to **Twelfth Springhill Lake Associates, LLC**, at the address shown below:

Twelfth Springhill Lake Associates, LLC
343 Thomall Street
Edison, NJ 08837-2206

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-YEAR TERM at an annual rental rate of \$248,982.66 [(\$29.46 / ABOA X 8,421 ABOA) + (\$75.00 X 12 months for 1 garage reserved parking space)], payable at the rate of \$20,748.56 per month in arrears. Government shall be entitled to a rent credit in the amount of \$62,245.67 to be applied against the monthly fully serviced rental payment until exhausted. No tenant improvement allowance is included in the option term. The tenant improvement funds will be paid over the firm term only. The operating cost and tax bases shall be recomputed for a new five-year term at the beginning of the option term. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 11-MD_Amended 01. 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:
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) Notwithstanding the provisions contained in Paragraph 6, the parties agree that this is a succeeding lease agreement to GS-11B-01441, and the Lessor will continue to maintain, repair and replace as necessary all of the elements of the warm, lit shell to the specifications of SFO 11-MD_Amended 01.

b) The Government's percentage of occupancy for real estate tax purposes shall be 7.15%, based on 9,901 RSF / 138,405 RSF, subject to confirmation of the total rentable area of the entire building.

LESSOR

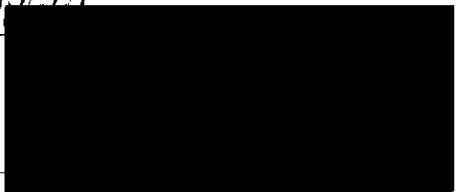
GOVT

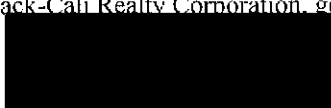
- c) The Government's end users shall have the right to lease up to 3 garage parking spaces and 35 surface parking spaces in association with this Lease. Paid parking spaces shall be acquired via separate service contract between the Government's end users and the Lessor's parking contractor, at market rates not to exceed \$75 per month for reserved garage spaces. All surface (reserved and non-reserved) and all non-reserved garage spaces shall be at no additional cost.
 - d) Within 90 days of mutual execution of the lease, the 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.
 - e) Tenant Improvements: Upon completion of improvements in Suite 710 by the Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements for Suite 710 is greater or less than \$168,420.00, then the rent shall be adjusted accordingly. (See SFO Section 3.3) Tenant improvements financed by the Lessor above \$20.00 / ABOA and up to \$42.08 / ABOA shall be amortized at nine percent (9%) annual interest. Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$354,355.68 (\$42.08 / ABOA) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
 - f) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. The general contractor's total fees for overhead and profit shall not exceed 10% and the general contractor's fees for general conditions shall not exceed 10%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 5% and architecture & engineering fees, if any, shall not exceed \$1.50 / ABOA. Any such fees will be paid for out of the T/I Allowance.
 - g) The Lessor shall cause all cleaning within the Government's demised area to be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except Federal Holidays.
 - h) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$45/hour. The foregoing rate does not include the services of an engineer or other on-site staff which is not required for the provision of overtime HVAC services. In the event that the Government and another tenant request simultaneous overtime service, the applicable overtime charge shall be pro-rated over the square footage of each such tenant for the simultaneous hours requested. In the event that an engineer or maintenance mechanic is requested by the tenant, the rate for said services shall be negotiated. If requested by the Government, the Lessor shall provide documentation, including but not limited to, an inventory of the equipment operated to provide overtime HVAC, past utility bills and other pertinent information as requested in support of the overtime HVAC rate.
 - i) The Lessor shall not be required to pay any cooperating brokerage commission to the Government, or any broker acting on behalf of the Government, in connection with this lease.
 - j) In the event of a discrepancy between the terms of this SF-2 and the SFO and its attachments, the terms of this SF-2 shall control.
7. The following are attached and made a part hereof:
1. Rider #1 – Fire & Life Safety, 1 page
 2. Rider #2 – Security Requirements, 1 page
 3. Rider #3 – Modifications to General Clauses and SFO 11-MD_Amended 01, 4 pages
 4. Floor Plans of Leased Area, 1 page
 5. Solicitation For Offers (SFO) # 11-MD_Amended 01, 56 pages
 6. Solicitation Attachment #1, Rate Structure, 1 page
 7. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
 8. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
 9. Solicitation Attachment #4, Fire and Life Safety Report, 18 pages
 10. Small Business Subcontracting Plan, 12 pages
 11. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
 12. GSA Form 3517, General Clauses, 32 pages
 13. GSA Form 3518, Representations and Certifications, 7 pages


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

TWELFTH SPRINGHILL LAKE ASSOCIATES, LLC

By: Mack-Cali Realty, L.P., sole member
 By: Mack-Cali Realty Corporation, general partner

Date: 1/16/11
 In Presence 

By: 
 John M. Adderly, Jr.
 Vice President of Leasing

UNITED STATES OF AMERICA

 CONTRACTING OFFICER, GSA, NCR

