

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

FEB 23 2011

DATE OF LEASE:

LEASE #GS-11B-02241

THIS LEASE, made and entered into this date by and between Minear-EIG Joint Venture, whose address is:

13615 Cherrydale Drive
Rockville, MD 20850-3637

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 19,177 BOMA rentable square feet (BRSF) equivalent to 19,177 ANSI/BOMA Office Area square feet (ABOA SF) of warehouse and related space, consisting of a portion of the First (1st) Floor, being the areas cross hatched on the floor plan attached as Exhibit A and made part hereof, as well as one (1) reserved parking space for Official Government Vehicles, in the building located at 4801 Beech Place, Temple Hills, MD 20748-2030.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a five (5) year firm term commencing in accordance with the terms of Solicitation for Offers No. 9MD2299 on November 23, 2010 and ending on November 22, 2015.
3. The Government shall pay the Lessor the annual rent of \$186,016.90 (\$9.70 per BRSF) at the rate of \$15,501.41 per month in arrears. Rent for a lesser period shall be prorated. This rent is inclusive of shell rent, a Tenant Improvement Allowance, a base for operating expenses and real estate taxes. The annual rent shall be in addition to operating expense and tax escalations during the lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to: Minear-EIG Joint Venture, 13615 Cherrydale Drive, Rockville, MD 20850.
4. [Intentionally Deleted]
5. This lease may be renewed at the option of the Government for a firm period of five (5) years, to be exercised at the Government's discretion. In accordance with Paragraph 1.3, the Government shall exercise such option by giving Lessor written notice at least 180 days prior to the expiration date of the initial five (5) year lease term. The Government shall pay full service rent in the amount of \$186,400.44 per annum (\$9.72 per BRSF/ \$9.72 per ABOA SF) payable at the monthly rate of \$15,533.37 in arrears plus accumulated operating expense adjustments from the initial firm term. The full service rate above shall be inclusive of the original operating cost base year and base year real estate taxes. Rent shall continue to be adjusted for operating cost escalations and the Government shall continue to pay real estate tax adjustments as provided in the SFO. 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 \$5.00 per ABOA SF Tenant Improvement allowance amortized at 0.00% over the initial firm term, which amortization amount equals \$1.00 per ABOA SF per year. The total amount of the Tenant Improvement allowance is \$95,885.00. The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent, the rent shall be adjusted downward using the 0% amortization rate.
 - C) The adjustment for vacant premises shall be \$0.90 per ABOA SF per annum in accordance with Paragraph 2.4 of SFO No. 9MD2299.
 - D) The shell lease rate is \$6.35 per BRSF (\$6.35 per ABOA SF), which shall be flat during the firm term of the

Lease.

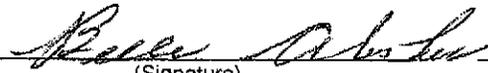
- E) Pursuant to Paragraph 2.1 of the SFO, the Government's percentage of Occupancy is 18.69% for tax purposes. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.
- F) The "Common Area Factor" is calculated to be 1.00, as calculated: 19,177 BRSF/ 19,177 ABOA SF.
- G) The base amount for annual operating costs adjustments is \$45,065.95 (\$2.35 per BRSF), which shall be adjusted annually by the CPI in accordance with Paragraph 2.2 of SFO No. 9MD2299.
- H) The Lessor, at its sole cost, shall complete all of the correction items on Rider Number One and Rider Number Two prior to Lease Commencement.
- I) Pursuant to paragraph 1.2.A.4 of the SFO, the Lessor shall make available for lease one (1) parking space for Government use, at no cost to the Government.
- J) 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 Commissions" paragraph of the SFO, the Government's Broker (CB Richard Ellis, 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 to the Broker in accordance with the "Broker Commissions" paragraph in the SFO, as well as the agreement between the Lessor and the Broker dated May 12, 2010.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease for the first two (2) months of the lease term shall be reduced as follows to fully recapture this Commission Credit. The credit for the each month shall be [REDACTED], and thus the total rent due for the first two (2) months of the lease term shall be [REDACTED].

- K) If there is any conflict between this SF-2 and the balance of the Lease, the terms specified in this SF-2 shall govern.
7. The following are attached and made a part hereof:
- A) Floor plan of "proposed" leased area, 1 page;
 - B) Floor plan of "existing" leased area, 1 page;
 - C) Solicitation for Offers #9MD2299, 35 pages;
 - D) Pre-Lease Security Plan, 6 pages;
 - E) Fire Protection & Life Safety Evaluation, 16 pages;
 - F) GSA Form 1364, Proposal to Lease Space, 2 pages;
 - G) GSA Form 1217, Lessor's Cost Statement, 3 pages;
 - H) GSA Form 3517B, General Clauses, 33 pages;
 - I) GSA Form 3518, Representations And Certifications, 7 pages;
 - J) Rider #1, Fire Protection and Life Safety Recommendations, 1 page;
 - K) Rider #2, 1 page;
 - L) Amendment Number One, 2 pages

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

Minear-EIG Joint Venture

By  9216 RAIMOSA DR.
(Signature) LA PLATA, MD. 20646 (Address)

Date: 11-3-10

IN PRESENCE OF:

 60 WEST ST. STE. 204
(Signature) ANNAPOLIS, MD 21401 (Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY  Contracting Officer
Tawanda Beverly (Official title)