

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

NOV 25 2008

LEASE NO.

GS-11B-02001 "NEG"

THIS LEASE, made and entered into this date between **MPLX Landover Co. LLC**

whose address is: c/o Lincoln Property Company  
8201 Corporate Drive, Suite 160  
Landover, MD 20785-2230

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 **14,126 BOMA Rentable Square Feet (BRSF)**, such yielding **12,192 ANSI/BOMA Office Area square feet (BOASF)**, consisting of 2,158 BRSF (1,840 BOASF) located on a portion of the 1st floor in the building and 11,968 BRSF (10,352 BOASF) located on a portion of the 3rd floor in the building and 12 included reserved parking spaces located at 8401 Corporate Drive, Landover, MD, 20785 to be used for such purposes as determined by the Government. (See floor plans of the leased premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR firm term commencing pursuant to Paragraph K of this SF-2, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of **\$342,960.92 (\$24.2787/BRSF or \$28.13 BOASF)** at the rate of **\$28,580.08** per month in arrears, with the exception of the first two (2) month's rent for which the Government shall pay \$0. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: MPLX Landover Co. LLC, c/o Lincoln Property Company, 8201 Corporate Drive, Suite 160, Landover, MD, 20785-2230.

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 \$369,539.52 (\$26.1595/BRSF or \$30.31 /BOASF), payable at the rate of \$30,794.96 per month in arrears, plus accrued 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 07-023. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO 07-023. The renewal option shall become effective provided notice be given in writing to the Lessor at least 360 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, utilities, alterations, repairs, maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments, are included in the rent. THIS LEASE IS FULL SERVICE.
- B. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of **\$427,573.44 (\$35.07/BOASF)**. Such Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor. This Tenant Improvement Allowance is included in the rent, with the \$35.07/BOASF being amortized at a rate of 0% over the five-year firm Lease term. 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. A mutually agreed upon Supplemental Lease Agreement (SLA) will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in Paragraph 1.11 "Tenant Improvement Rental Adjustment" and Paragraph 3.1 "Tenant Improvement Pricing Requirements," 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 is not adequate competition at the trade/subcontractor level, shall be subject to the Government review of cost and pricing data.

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- C. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. The fees for Overhead and Profit and General Conditions for the General Contractor for the Initial Tenant Improvements performed by the Lessor or its representatives shall not exceed 11.5%. The Lessor's Profit & Overhead shall not exceed 8%. Equitable adjustments for deleted work shall include credits for overhead and profit. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc) required to receive construction permits. The agency will provide complete Design Intent Drawings. Architectural and Engineering fees for preparation of the construction drawings for Tenant Improvements shall be paid for from the Tenant Improvement Allowance and shall not exceed \$3.50 BOASF. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.
- D. Pursuant to Paragraph 3.3(F) "Tax Adjustment" and Paragraph 3.4 "Percentage of Occupancy," of the SFO, as of the date hereof, the Government's percentage of occupancy is 13.305%. Evidence of payment of taxes shall be furnished as provided by Paragraph 3.3(D) "Tax Adjustment" of the SFO.
- E. For the purposes of Paragraphs 3.5 "Operating Costs" and 3.6 "Operating Costs Base," of the SFO, as of the date hereof, the operating cost base is \$99,553.00 or \$7.0475 per BRSF.
- F. Pursuant to Paragraph 3.9 "Common Area Factor," the Add-On Factor is determined to be 1.15863, calculated as follows: 14,126 BRSF/12,192 BOASF.
- G. Pursuant to Paragraph 7.2 "Normal Hours" of the SFO and Amendment One to the SFO, services, utilities, and maintenance shall be provided daily, extending from 7 am to 6 pm, Monday through Friday, excluding Saturday, Sundays, and Federal holidays.
- H. Pursuant to Paragraph 7.3 "Overtime Usage" of the SFO, beyond the aforementioned hours, the overtime HVAC service rate shall be \$35.00 per hour with a minimum four (4) hour charge. These charges are inclusive of all labor, maintenance, and service 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.
- I. Pursuant to Paragraph 3.12 "Adjustment for Vacant Premises" of the SFO, the Adjustment for Vacant Premises as defined by the Lease and its Attachments shall be \$0.00 per BOASF when a full floor of contiguous office space is vacated.
- J. Prior to substantial completion of the leased premises, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer and the evaluation of the report in Attachment 8.
- K. The Leased premises shall be constructed consistent with the design and construction schedule and information in the schedule set forth in both Section 3.15 of the SFO and Attachment 12. The start date for the initial construction task shall commence upon the full mutual execution of the Lease. The rent and lease commencement date shall be determined per the Lease. If the Government makes changes to the Construction Drawings inconsistent with the Government approved Design Intent Drawings, the Lessor shall have such time as is reasonable to make the changes.
- L. The Government shall be responsible for cost of the maintenance, repair and replacement, to operate any special equipment installed by or for the Government, including but not limited to dedicated/self-contained HVAC equipment and independent controls, special storage systems, telecommunications equipment, vending facilities, audio-visual equipment, executive kitchens, additional bathrooms, conference room equipment and emergency power systems.
- M. 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 reasonable costs of the appeal (not to exceed 25%). The base year will be the calendar year in which the lease commences.
- N. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.
- O. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. 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 [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("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 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 third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent: First Month's Rental Payment: \$0; Second Month's Rental Payment: \$0; Third Month's Rental Payment: \$28,580.08 (\$13,157.77 in shell) minus prorated Commission Credit of [REDACTED] equals [REDACTED]. Fourth Month's Rental Payment: \$28,580.08 minus the remaining Commission Credit [REDACTED] ( [REDACTED] minus [REDACTED] ) equals [REDACTED].

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STANDARD FORM 2  
Lease No. GS-11B-02001

**Year 1  
Month 3**

	RSF Rate	USF Rate*	Annual Rent	Monthly Rent
Shell Rent	\$11.18	\$12.95	\$157,893.23	\$13,157.77
Commission Credit				
TIA	\$6.05	\$7.01	\$85,514.69	\$7,126.22
OPEX	\$7.05	\$8.17	\$99,553.00	\$8,296.08

Full Service Rent Month 3	\$24.28	\$28.13	\$342,960.92,	
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**Year 1  
Month 4**


	RSF Rate	USF Rate*	Annual	Monthly
Shell Rent	\$11.18	\$12.95	\$157,893.23	\$13,157.77
Commission Credit				
TIA	\$6.05	\$7.01	\$85,514.69	\$7,126.22
OPEX	\$7.05	\$8.17	\$99,553.00	\$8,296.08

Full Service Rent Month 4	\$24.28	\$28.13	\$342,960.92	
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7. The following are attached and made a part hereof:

- (1) Solicitation for Offers No. 07-023 – 42 pages;
- (2) GSA Form 1217 "Lessors Annual Cost Statement" – 2 pages;
- (3) GSA Form 1364 "Proposal to Lease Space" – 2 pages;
- (4) GSA Form 3516A "Solicitation Provisions" – 6 pages;
- (5) GSA Form 3517B "General Clauses" - 33 pages
- (6) GSA Form 3518 "Representations and Certifications" - 7 pages;
- (7) Attachment #1 – Rate Structure – 1 page;
- (8) Attachment #2 – Fire Protection and Life Safety Evaluation – 26 pages;
- (9) Pre-Lease Building Security Plan – 6 pages;
- (10) Floor Plans – 2 pages;
- (11) Rider #1 to SFO 07-023 – Move Plan – 8 pages;
- (12) Construction Schedule – 3 pages
- (13) Commission Agreement – 3 pages

**LESSOR: MPLX-Landover Co. LLC**

BY   
(Name)

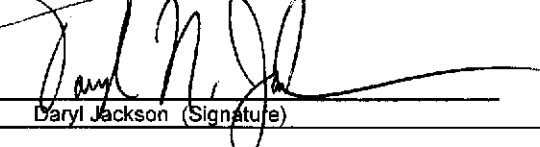
AUTHORIZED SIGNATORY  
(Title)

IN PRESENCE OF (witnessed by):

  
(Signature)

26 OVERHILL RD, SUITE 425, SCARSDALE, NY 10583  
(Address)

**UNITED STATES OF AMERICA**

BY   
Daryl Jackson (Signature)

CONTRACTING OFFICER, GSA, PBS, NCR, WPZ  
(Official Title)

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