

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
(FPR 41 CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE JUN 1 2009

LEASE # GS-11B-02069

THIS LEASE, made and entered into this date between Silver Spring Centre, L. L. C.

Whose address is: c/o McShea Management  
100 Lakeforest Boulevard, Suite 500  
Gaithersburg, Maryland 20877

And whose interest in the property hereinafter described is that of 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 21,353 ANSI BOMA Rentable Square Feet (BRSF) being 18,924 ANSI BOMA Office Area Square Feet (BOASF) of office and related space, located on a portion of the 12<sup>th</sup> floor, in the office building known as Silver Spring Centre, located at 8455 Colesville Road, Silver Spring, Maryland 20910. To be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A", hatched area of the floor plans.

2. TO HAVE AND TO HOLD said premises with their appurtenances for a ten (10) year firm term beginning upon completion of tenant improvements by the Lessor, and acceptance thereof by the Government. A supplemental lease agreement (SLA) shall be issued upon acceptance of the space memorializing the commencement date.
3. The Government shall pay Lessor a total annual rent of \$763,772.64 (\$40.36/BOASF) at the rate of \$63,647.72 per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$148,742.64 (\$7.86/BOASF) and base year real estate taxes. Rent checks shall be made payable to: Silver Spring Centre, L.L.C. c/o McShea Management 100 Lakeforest Boulevard, Suite 500, Gaithersburg, Maryland 20877. Notwithstanding the foregoing payment by the Government of the first four (4) months of rent for the office portion of the lease in the sum of \$241,974.88 shall be abated entirely. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 07-015.

The Government's percentage of occupancy for real estate tax purposes shall be 9.91% based on 21,353 BRSF / 215,481 BRSF, subject to confirmation of the total rentable area of the building.

4. (Intentionally deleted)

5. (Intentionally deleted)

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) Fire & Life Safety: Notwithstanding any other provision of the Lease, within 30 day's of execution of this lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of the Fire Protection & Life Safety Evaluation Report (SFO Attachment #4) prepared by a Certified Fire Protection Engineer evidencing full compliance with all Fire Protection provisions of the Lease, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review, which is included in the Rider # 2 to this Lease.

LESSOR CG GOV'T ARD

- b) Tenant Improvements: The annual rental rate recited in paragraph 3 includes an amortized Tenant Improvement Allowance (TIA) of \$378,480.00 (\$20.00 / 18,924 BOASF). The Government will amortize the TIA at an annual interest rate of 0% (zero percent) per annum over the term of the lease. The Government shall have the right to repay the TIA via lump sum payment to the Lessor as additional rent. Upon completion of tenant improvements and acceptance thereof by the Government, a Supplemental Lease Agreement (SLA) shall be executed by both parties memorializing the amount of tenant improvement funds used by the Government, the payment method and any change in the rental payment.
- c) Rent Abatement: Notwithstanding anything in the lease to the contrary, the parties have agreed to a rent abatement of the first four (4) months of rent due in the amount of \$241,974.88. Rent abatement shall be in the form of a rent credit, which shall be applied to the next monthly installment of rent due. The Government certifies that it has not engaged a broker to represent its interests in this transaction.
- d) Pursuant to paragraph 7.0 and 7.1 of the SFO: Utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and from 8:00 am to 12:00 pm on Saturday, excluding Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be \$30.00 per hour, beyond Normal Hours. These rates shall escalate in a manner consistent with the Operating Cost Escalation, in paragraphs 3.7 and 3.8 of the SFO.
- e) The general contractor's total fees for overhead and profit shall not exceed 8%, the total fees for general conditions shall not exceed 8% and the total fees for construction management/coordination fees shall not exceed 8%. Architectural and engineering fees, if any shall not exceed \$3.50 per BOASF. Any such fees will be paid for out of the tenant improvements allowance.
- f) If the Lessor initiates a successful tax appeal, any tax reduction due 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 for the period of time appealed (not to exceed 25%) of any one year appealed assessment.
- g) Pursuant to paragraph 3.11 of the SFO, the common area factor is 1.128355527 % (21,353 BRSF / 18,924 BOASF).
- h) Paragraph numbers 4 and 5 of this lease were intentionally deleted.

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

- 1) SOLICITATION FOR OFFERS (SFO) #07-015, 52 PAGES
- 2) SECURITY RIDER # 1, 1 PAGE
- 3) FIRE & LIFE SAFETY RIDER # 2, 1 PAGE
- 4) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 5) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 6) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
- 7) ATTACHMENT # 4, FIRE AND LIFE SAFETY REPORT, 17 PAGES
- 8) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
- 9) GSA FORM 1364 and THE ATTACHMENT, 4 PAGES
- 10) GSA FORM 3517B GENERAL CLAUSES, 32 PAGES
- 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
- 12) FLOOR PLAN "EXHIBIT A" 1 PAGE

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

LESSOR: Silver Spring Centre, L.L.C.  
 By: TA Realty, LLC, Manager  
 By: Reality Associates Advisors, LLC, Manager Christopher J. Good  
 By: Reality Associates, Trust, Manager Regional Director  
Christopher J. Good Title

IN PRESENCE OF [Signature]  
 Name: Danell DeChaine Address 100 Lakeforest Boulevard, Gaithersburg, Maryland  
20877

UNITED STATES OF AMERICA

BY [Signature] TITLE CONTRACTING OFFICER, GSA, NCR,  
ALUANDA R. DRAIN