

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

AUG 27 2009

LEASE No. GS-11B-02137

THIS LEASE, made and entered into this date between **ACP/3300 75<sup>th</sup> AVENUE ASSOCIATES, LLC**

whose address is **c/o America's Capital Partners  
2350 Corporate Park Dr., Suite 110  
Herndon, VA 20171-4848**

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.

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WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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1. The Lessor hereby leases to the Government the following described premises:

A total of **266,000 BOMA Rentable Square Feet (BRSF)** yielding **252,687 BOMA Office Area Square Feet (BOASF)** consisting of 86,000 BRSF of office and related space and 180,000 BRSF of warehouse and related space, which together comprise the entirety of the building located at **3300 75<sup>th</sup> Avenue, Landover, MD 20785-1501**.

To be used for office, warehouse, and related purposes as determined by the Government. (See Attachment 3 – Floor Plans of Leased Premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of TEN (10) YEARS FIRM commencing on September 1, 2009 and ending on August 31, 2019.

3. The Government shall pay the Lessor annual rent of \$4,774,700.00 at the rate of \$397,891.67 per month in arrears (\$17.95/BRSF; \$18.8957/BOASF). Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **ACP/3300 75<sup>th</sup> Avenue Associates, LLC, c/o America's Capital Partners, 2350 Corporate Park Dr., Suite 110, Herndon, VA 20171-4848**, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the Government shall be entitled to an abatement of rent applied as follows: a portion of the monthly shell rent shall be partially abated during the first two (2) months of the lease term in the total amount of \$566,500.00, and as more fully set forth in paragraph 6(d) below.

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4. Intentionally Deleted

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5. Intentionally Deleted

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a) Common Area Maintenance (CAM), repair and maintenance of base building structure, appurtenant areas, and base building systems, including but not limited to heating, ventilation fans, main electrical service, sprinklers, alarms, and bathroom plumbing. The annual rent does not include the cost of utilities (electricity, gas, water/sewer), janitorial services, or dumpster services, which shall be paid directly by the tenant agency separate and apart from the rent due under this Lease.
- b) The rental rate set forth in Paragraph 3 above does not include a Tenant Improvement Allowance.
- c) For purposes of Paragraph 2.2 of the SFO, as of the date hereof, the operating cost base is \$762,126 (\$2.8651354 per BRSF; \$3.016087 per BOASF).
- d) In accordance with Paragraph 1.5 "Broker Commission and Commission Credit" of the Lease, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, Studley, Inc. 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] and shall be paid as free rent to be taken during the first two (2) months of the lease. The Lessor agrees to pay Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004, the Commission less the Commission Credit in the lump sum amount of [REDACTED], which shall be earned upon award and paid to Studley, Inc. within 30 days following execution and delivery of this Lease by the Government.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell portion of the 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 1<sup>st</sup> month of the rental payments and as indicated in this schedule for adjusted Monthly Rent:

First (1st) Month's Rental Payment of \$397,891.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second (2nd) Month's Rental Payment of \$397,891.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

- e) The Government's percentage of occupancy for real estate tax purposes shall be 100%, based on 266,000 BRSF / 266,000 BRSF. Pursuant to SFO Paragraph 2.2(b)(7), the Real Estate Tax Base shall be \$290,424.93. Evidence of payment of taxes shall be furnished as provided by Paragraph 2.1(D) of the SFO.
- f) Pursuant to Paragraph 3.10 "Common Area Factor", the Add-On Factor is determined to be 1.05268, calculated as follows: 266,000 BRSF/252,687 BOASF.
- g) In the event of a conflict between this SF2, its riders, and the remainder of this Lease, this SF2 and its riders shall govern.

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

- 1) Solicitation For Offers (SFO) # 09-022, 84 pages
- 2) Rider # 1, 5 pages
- 3) Floor Plans of the Leased Area, 3 pages
- 4) Attachment # 1, Rate Structure, 1 page
- 5) Attachment # 4 Fire Life Safety Evaluation – 18 pages
- 6) Pre-Lease Building Security Plan, 17 pages
- 7) GSA Form 1217 – Lessor's Annual Cost Statement, 1 page
- 8) GSA Form 3517B - General Clauses, 33 pages
- 9) 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.

Lessor: **ACP/3300 75<sup>th</sup> AVENUE ASSOCIATES, LLC, a Delaware limited liability company**

By: ACP/Bay Mid-Atlantic Investment Fund I LLC, a Delaware limited liability company, its Sole Member

By: ACP/Mid-Atlantic I LLC, a Delaware limited liability company, its Manager

By: ACP/Bay Mid-Atlantic I Manager LLC, a Delaware limited liability company, its Manager

BY:

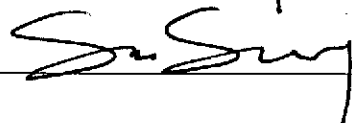
  
Douglas E. Fleit, its Manager

IN PRESENCE

OF




ADDRESS 2350 Corporate Park Dr., Ste 110, Herndon VA 20171



UNITED STATES OF AMERICA

BY

  
TC Harston

CONTRACTING OFFICER, GSA, NCR