

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

10/12/2010

Lease No. GS-11B- 02240

Bldg No. MD0252

THIS LEASE, made and entered into this date by and between Portal Enterprises, Inc.

whose address is: 7220 Wisconsin Avenue, Suite 200
Bethesda, MD 20814-4855

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 82,873 BOMA Rentable Square Feet (BRSF) yielding 74,300 ANSI/BOMA Office Area square feet (ABOASF) and being a portion of the 3rd and 5th Floors and the entire the 4th, 7th and 8th Floors in the building known as Executive Building at 6100 Executive Boulevard, Rockville, MD 20852-3902 to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing in accordance with the terms of the Solicitation for Offers (SFO) No. 8MD2046, from September 22, 2010 continuing through September 21, 2015.
3. The Government shall pay the Lessor annual rent of \$2,651,560.84 (\$32.00/BRSF (rounded), \$35.69/BOASF (rounded)) at the rate of \$220,963.40 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes shell rent in the amount of \$1,799,172.83 (\$21.71/BRSF, \$24.21/BOASF (rounded)), and an operating cost base of \$852,388.01 (\$10.29/BRSF (rounded), \$11.47/BOASF (rounded)); **the real estate tax base, which is included in the shell rent above, is \$154,618.64 (\$1.87/BRSF (rounded) (2.08/BOASF (rounded)))**. Rent checks shall be made payable to: Portal Enterprises, Inc., 7220 Wisconsin Avenue, Suite 200, Bethesda, MD 20814-4855 in accordance with the provision for electronic payment of funds.
4. TERMINATION RIGHT: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the second (2nd) year, September 21, 2012, by giving at least one hundred eighty (180) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.
5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. All services, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO, and its Attachments are included as a component of the rent.
 - B. A. The Government agrees to accept space on the 3rd, 4th, 5th, 7th and 8th floors (82,873 BRSF/ 74,300 ABOASF) "as existing", and the Lessor represents that such items are in good repair, providing a tenantable condition. The intent of this qualification is to recognize that the Government may find such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of Lease Commencement or by any other specified date(s). The acceptance of the Lease Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the Lease.

- C. In accordance with Paragraph 2.7 "Broker Commission and Commission Credit" of the Lease, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease. The total amount of the commission is [REDACTED]. In accordance with the "Brokerage Commission and Commission Credit" paragraph, Jones Lang LaSalle 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 in the 1st month of the lease term. The Lessor agrees to pay Jones Lang LaSalle the Commission less the Commission Credit in the lump sum amount of [REDACTED] which shall be due to Jones Lang LaSalle upon execution of this lease by the Government and payable within 30 days of the receipt of an invoice.

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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$220,963.40 (of which [REDACTED] is Shell Rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

- D. For purposes of Paragraph 4.2 of the SFO, as of the date hereof, the Government's percentage of occupancy is 66.01%, based upon occupancy of 82,873 BRSF in a building 125,553 BRSF. Evidence of payment of taxes shall be furnished as provided by Paragraph 4.2 C and D of the SFO.
- E. In accordance with SFO Paragraph 4.5 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF-2, services, utilities and maintenance shall be provided daily, extending from 7:00 am to 6:00 pm, except Saturday, with Sundays and federal holidays ("Normal Hours"). Overtime beyond the above referenced Normal Hours shall be provided at a rate of \$60.00 per hour per floor with a four (4) hour minimum of requested service. The foregoing HVAC rates shall escalate in a manner consistent with Paragraph 4.3 of the SFO, "Operating Costs". The foregoing overtime HVAC rate is inclusive of all labor, maintenance, service and engineering 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.
- F. In accordance with SFO Paragraph 4.4, the adjustment to the rent for space previously occupied by the Government and then vacated is \$2.25 per ABOA SF.
- G. In the event of a conflict between this SF-2 and any other documents that comprise the Lease, the SF-2 shall govern.
6. The following are attached and made a part hereof:
- A. Floor Plans for the Leased Premises
 - B. Solicitation for Offers No. 8MD2046 dated July 26, 2010 (62 pages)
 - C. GSA Form 1217 titled Lessor's Annual Cost Statement (2 pages)
 - D. GSA Form 3517 titled GENERAL CLAUSES (33 pages)
 - E. GSA Form 3518 titled REPRESENTATIONS AND CERTIFICATIONS (7 pages)

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

LESSOR: **Portal Enterprises, Inc.**

BY JOEL J HOCHMAN

[Signature]
(Signature)

IN THE PRESENCE OF:
Mark F. Spink
(Signature)

7220 WISCONSIN AVE BETHESDA MD 20814
(Address)

UNITED STATES OF AMERICA

BY [Signature]
(Signature)

JAMES PHELAN, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)