

This Lease is made and entered into between

**Direct Invest USA Holdings, LLC**

("the Lessor"), whose principle place of business is **114 North Main Street, Suite 100, Suffolk, VA 23434-4546** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**210 Beiser Blvd, Dover, DE 19904-7790**

and more fully described in Section 1 and Exhibits A, B, and C, together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**10 Years firm, plus one 5 Year Renewal Option.**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR 

Name: Michael T. Haas

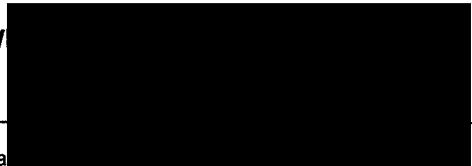
Title: Senior Managing Partner

Date: 2/16/12



Lease Contracting Officer (LCO)

Date: 2/22/2012

W 

Title: Senior Managing Partner

Date: 2/16/12

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES**

The Premises are described as follows:

Office and Related Space: 9,967 rentable square feet (RSF), yielding 9,056 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 1.100596, located on the 1<sup>st</sup> floor of the Building, as depicted on the floor plan attached hereto as Exhibit A).

**1.02 EXPRESS APPURTENANT RIGHTS**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: 14 secure parking spaces as depicted on the plan attached hereto as Exhibit C shall be provided. The Government shall have the right to secure and restrict access to such spaces through fencing, electronic gate, or other means. Lessor shall be responsible for providing two means of egress from the parking lot to the public way. Additionally, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Interior Holding Cells: Detainee processing and holding cells will be required.
- C. Adjacent exterior space: The Government shall have full security control of approximately 1,716 square feet of exterior space as identified in Exhibit C. The Government intends to use this space as a secure sallyport entrance into the building. The Government will secure this area through fencing or other means.
- D. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1 - 10	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$246,428.09	\$24.7244
TENANT IMPROVEMENTS RENTAL RATE*	\$53,095.21	\$5.3271
OPERATING COSTS*	\$56,811.90	\$5.70
BUILDING SPECIFIC SECURITY COSTS	\$2,476.80	\$0.2485
<b>FULL SERVICE RATE</b>	<b>\$358,812.00</b>	<b>\$36.00</b>

\*The Tenant Improvements Allowance is amortized at a rate of 5.50 percent per annum for 10 years.

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 9,508 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- E. Rent shall be paid to the Lessor in arrears by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
  - 1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT:**

**STUDLEY, INC.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **STUDLEY, INC.** with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$29,901.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$29,901.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Unless otherwise specified, all references to "days" throughout this lease shall mean "calendar days".

**1.05 TERMINATION RIGHT**

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 RENEWAL RIGHTS**

This Lease may be renewed at the option of the Government for a term of [REDACTED] the following rental rate(s):

		OPTION TERM, YEARS [REDACTED]	
		ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE		[REDACTED]	[REDACTED]
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.		

provided notice is given to the Lessor at least 60 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

**1.07 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
ELEVATION DRAWINGS	1	B
PARKING PLAN	1	C
ADDITIONAL SECURITY STANDARDS - [REDACTED]	2	D
GSA FORM 3517B GENERAL CLAUSES	33	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	F
PURCHASE AGREEMENT	28	G
[REDACTED] SECURITY SCOPE OF WORK*		H

\*To be provided post-award. All items within the [REDACTED] Security Scope of Work that are not addressed elsewhere in this lease document shall be considered Tenant Improvements.

**1.08 TENANT IMPROVEMENT ALLOWANCE**

The Tenant Improvement Allowance for purposes of this Lease is **\$45.02** per ABOA sq. ft. The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount has been amortized in the rent over the firm term of this Lease at an interest rate of **5.50** percent per year.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (APR 2011)**

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement Allowance. That part of the Tenant Improvement Allowance amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the Tenant Improvement requirements;
2. Pay lump sum for the overage upon completion and acceptance of the improvements; or
3. Increase the rent according to the negotiated amortization rate over the firm term of the Lease.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE**

For pricing Tenant Improvement Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES	<b>\$28,539.08</b>
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	<b>1.0%</b>

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **100%** percent. The percentage of occupancy is derived by dividing the total Government space of **9,967** RSF by the total building space of **9,967** rentable square feet.

**1.12 OPERATING COST BASE**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$5.70** per rentable sq. ft.

**1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$1.75** per ABOA sq. ft. of space vacated by the Government.

**1.14 NON-24/7 HVAC RATES**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"  
**\$30.00** per hour for the entire space.

**1.15 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Tenant Agency's IT room (approximately 400ABOASF) requires 24-hour HVAC. This cost shall be included in the Operating Cost base.

**1.16 ADDITIONAL BUILDING IMPROVEMENTS**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building shell improvements prior to acceptance of the Space:

- A) Consistent with the drawings in "Exhibit B – Elevation Drawings", Lessor will construct an addition to the existing building, increasing its size by 801 ABOASF, to yield a total of 9,056 ABOASF. Construction of the "shell" portion of the addition shall be complete no later than the Government's issuance of the Notice To Proceed (NTP) with Tenant Improvements as defined in Section 4.01 of this Lease. Building materials, including brick, shingles, and window casings used to construct this addition will be substantially similar, if not identical, to the same of the existing structure.

- B) In accordance with Section 3.14(B)(2) of this lease, Lessor shall replace all existing lighting fixtures with T-8 energy efficient lighting systems; existing restroom fixtures will be replaced with low flow fixture which will conserve water; and existing operable windows will be replaced with fixed, double pane energy efficient windows.