

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

6/1/2011

LEASE No. GS-11B-02285

THIS LEASE, made and entered into this date between MEP I & II LLC, whose address is:

770 Township Line Road, Suite 150
Yardley, PA 19067-4231

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 19,258 Rentable Square Feet (RSF) equivalent to 16,782 ANSI/BOMA Office Area Square Feet (BOASF) of office and related space, consisting of the entire first (1st) floor (17,026 BRSF/14,837 BOASF) and a portion of the second (2nd) floor (2,232 BRSF/1,945 BOASF) as shown in the floor plan attached as Exhibit A and made part hereof, as well as five (5) reserved parking spaces on-site for Official Government Vehicles at no additional cost to the Government, in the building known as Metro Executive Park II and located at 15800 Crabbs Branch Way, Rockville, Maryland 20855-2604.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a TEN (10) YEAR firm term beginning on June 11, 2011 and ending on June 10, 2021.

3. The Government shall pay the Lessor annual rent of \$495,893.50 (\$29.55 per BOASF/\$25.75 per BRSF) at the rate of \$41,324.46 per month in arrears for years one through five. The Government shall pay the Lessor annual rent of \$534,409.50 (\$31.84 per BOASF/\$27.75 per BRSF) at the rate of \$44,534.13 per month in arrears for years six through ten. Notwithstanding the foregoing, the rent shall be fully abated for the first seven (7) months of the lease term, equivalent in value to \$289,271.21. The annual rent shall include the operating expense and real estate tax base and be subject to operating expense and real estate tax adjustments during the lease term as per the attached SFO. Rent checks shall be made payable to: MEP I & II LLC, P.O. Box 62389, Baltimore, MD 21264-2389.

4. Commission and Commission Credit - The Lessor has agreed to a lease commission of [REDACTED] ([REDACTED]) of the firm term value of this lease excluding the seven (7) month rent abatement amount, payable in accordance with the SFO. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Broker shall 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 SFO Number OMD2020, as well as the agreement dated October 26, 2010, between Lessor and Jones Lang LaSalle.

Notwithstanding Paragraph 3 of this Standard Form 2, the Commission Credit of [REDACTED] shall be deducted from the monthly rent due in the eighth (8th), ninth (9th), and tenth (10th) months as follows: [REDACTED] shall be credited in the eighth month, leaving [REDACTED] as the rent due in the eighth month, [REDACTED] credited in the ninth month, leaving [REDACTED] as the rent due in the ninth month, and [REDACTED] credited in the tenth month, leaving [REDACTED] due for the tenth month.

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

A. All services, improvements, alterations, repairs, and utilities as defined by this lease.

B. The annual rent set forth in Paragraph 3 of this Standard Form 2 includes Tenant Improvement allowance of \$52.605 per BOASF for a total available allowance of \$882,817.11 amortized at 0% over the firm term. The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense. The Government reserves the right to convert any unused portion of this allowance to additional rental abatement and add accordingly to the amount contained in Paragraph 3.

- C. Pursuant to Paragraph 3.2. B. of the SFO the Tenant Improvement allowance will include the following markup and fees: (i) for standard office build out, the general contractor's total fees for overhead and profit shall not exceed 6% and the general contractor's fees for general conditions shall not exceed 6%; (ii) for standard office build out, the Lessor's total construction management and coordination fees shall not exceed 4%. Permits and change orders are not subject to any markup and/or fees. Architect/Engineering design fees are a building shell item and therefore not subject to any markup and/or fees, with exception of the Working/Construction Drawings, which shall not exceed \$3.75 per BOASF.
- D. All work must be completed by the Lessor in accordance with the design and construction schedule as described in Section 5.12 of the SFO. The construction schedule shall commence within five (5) working days of the Lease award. Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under the agreed upon construction schedule, such failure will constitute "Delay", unless it is excusable delay. Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's Delay minus the number of days of the remaining party's Delays shall equal the total number of days of Delay for a given stage of the schedule. Delay in substantial completion shall then be attributable to the party having caused the greatest number of days of Delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate. If Government Delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance as the number of days of Government Delay. Any rent paid by the Government prior to actual occupancy shall be adjusted downward by \$1.03/BOASF in accordance with Paragraph 4.4 of SFO. Following lease award the parties will meet and negotiate in good faith an attempt to agree upon a revised schedule that achieves, at no additional expense to either party, a final completion date which might be sooner than as set forth in Section 5.12 of the SFO. Absent such agreement, the scheduled described in Section 5.12 of the SFO shall prevail.
- E. In the event the Government vacates any portion of the leased premises, the rent for such space shall be adjusted downward by \$1.03 per BOASF in accordance with SFO Paragraph 4.4.
- F. Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 31.3% for tax purposes, as calculated: 19,258 RSF/61,518 RSF.
- G. The Real Estate Tax Base for the purpose of adjustments shall be the Real Estate Taxes for the property for the first full twelve (12) months of the lease term as evidenced by actual tax bill issued by the local jurisdiction. Real Estate Tax payments shall be adjusted annually in accordance with Paragraph 4.2 Tax Adjustment of the SFO.
- H. Pursuant to Paragraph 4.1 of the SFO, the "Common Area Factor" is calculated to be 1.14753903, as calculated: 19,258 RSF/16,782 BOASF. Notwithstanding, adjustments to financial obligations as a result of a final measurement of space will be on the basis of the annual price per ANSI/BOMA Office Area square foot (BOASF).
- I. The base rate for annual operating costs adjustments is \$131,224.84 (\$6.81 per RSF/\$7.82 per BOASF) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of the SFO.
- J. Notwithstanding anything in the SFO or the attachments thereto to the contrary, the rate for overtime HVAC services shall be \$65.00/hour for the entire leased premises. The Government reserves the right to require the Lessor provide documentation to confirm that the overtime HVAC rate reflects the actual costs incurred by the Lessor. If the overtime HVAC rates do not reflect the actual costs incurred by the Lessor, the Lessor and Government agree to re-negotiate this rate which will be reflected in a Supplemental Lease Agreement.
- K. The Lessor, at its sole cost, shall complete all of correction items outlined in the Final Fire Protection and Life Safety Report pursuant to Rider #1.
- L. Pursuant to paragraph 1.1(B) of the SFO, the five (5) reserved parking spaces discussed in Paragraph 1 of this Standard Form 2 shall be at no additional charge to Government.
- M. All janitorial services outlined in paragraph 4.8 of the SFO, shall be performed during normal building hours as defined in Paragraph 4.5, at no additional cost to the Government.
- N. If there is any conflict between this SF-2 and the balance of the Lease, the terms specified in this SF-2 shall govern.

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

- A) Exhibit A – Floor plan of leased premises, 2 pages
- B) Solicitation For Offers No. OMD2020, 48 pages
- C) Final Fire Protection and Life Safety Report, SFO Attachment #4, 20 pages
- D) Rider #1-Fire Protection and Life Safety Findings and Recommendations, 1 page
- E) Pre-Lease Security Plan, 12 pages
- F) GSA Form 1217 - Lessor's Annual Cost Statement, 3 pages
- G) GSA Form 3517B – General Clauses, 33 pages
- H) GSA Form 3518 – Representations and Certifications; 7 pages
- I) Small Business Subcontracting Plan, 13 pages
- J) Broker Commission Agreement, 3 pages
- K) Rider #2-Seismic Findings and Recommendations, 1 page

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

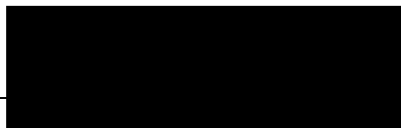
By: MEP I & II LLC



11130 Sunrise Valley Drive, Suite 100
Reston, Virginia 20191

Date: 5/1/2011

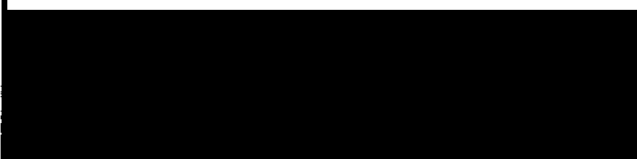
IN PRESENCE OF:



11130 Sunrise Valley Dr, Suite 100
Reston, VA 20191
(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION



Contracting Officer