

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE No. GS-11B-02297

May 31, 2011

THIS LEASE, made and entered into this date between Dorsey Management Company Parklawn, LLC, whose address is:

8207 Maple Ridge Road
Bethesda, Maryland 20814-1411

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 78,177 Rentable Square Feet (RSF) equivalent to 78,013 ANSI/BOMA Office Area Square Feet (BOASF) of warehouse, office, and related space, consisting of the following addresses as shown in the floor plan attached as Exhibit A and made part hereof in the building located at 12100 Parklawn Drive, Rockville, Maryland 20852-1708.

- a. 12100 Parklawn Drive: the entire first (1st) floor consisting of 38,700 BRSF/38,618 BOASF and the entire second (2nd) floor consisting of 13,591 BRSF/13,563 BOASF
- b. 12225 Parklawn Drive: the entire first (1st) floor consisting of 6,402 BRSF/6,389 BOASF
- c. 12229A Parklawn Drive: the entire first (1st) floor consisting of 7,845 BRSF/7,829 BOASF
- d. 12229B Parklawn Drive: the entire first (1st) floor consisting of 5,898 BRSF/5,886 BOASF and the entire second (2nd) floor consisting of 1,708 BRSF/1,704 BOASF
- e. 12231 Parklawn Drive: the entire first (1st) floor consisting of 2,039 BRSF/2,035 BOASF and the entire second (2nd) floor consisting of 1,994 BRSF/1,989 BOASF

The leased premises square footage differs from the previous lease due to a verified re-measurement of the space.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a TEN (10) YEAR firm term beginning on June 30, 2011 and ending on and June 29, 2021.
3. The Government shall pay the Lessor annual rent of \$1,119,494.64 (\$14.35 per BOASF/\$14.32 per BRSF) at the rate of \$93,291.22 per month in arrears for years one through ten. 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: Dorsey Management Company Parklawn, LLC, 8207 Maple Ridge Road, Bethesda, Maryland 20814-1411.
4. Commission and Commission Credit - The Lessor has agreed to a lease commission of [REDACTED] of the firm term value of this lease, 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 9MD2267, as well as the agreement dated January 28, 2011, 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 first (1st) and second (2nd) months as follows: [REDACTED] shall be credited in the first month, leaving [REDACTED] as the rent due in the first month and [REDACTED] credited in the second month, leaving [REDACTED] as the rent due in the second 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.

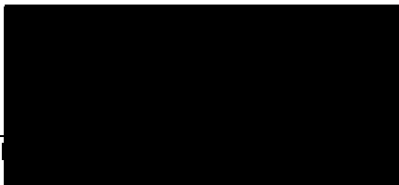
- B. Intentionally deleted.
- C. Intentionally deleted.
- D. Intentionally deleted.
- E. In the event the Government vacates any portion of the leased premises, the rent for such space shall be adjusted downward by \$.50 per BOASF in accordance with SFO Paragraph 4.4.
- F. Pursuant to Paragraph 2.4 of the SFO, the Government's percentage of Occupancy is 91.7237% for tax purposes, as calculated: 78,177 RSF/85,231 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 2,1 of the SFO.
- H. The "Common Area Factor" is calculated to be 1.0021, as calculated: 78,177 RSF/78,013 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 annual rent includes the base cost for utilities (Heating Fuel, Current for Light and Power and Water) of \$100,116.00 (\$1.28 per RSF/\$1.28 per BOASF) At the end of the first lease year and each lease year thereafter, Lessor shall provide the Government with proof of Lessor's actual cost of utilities to operate the Premises for the lease year just ended, whereupon the Government shall make a lump sum payment or receive a lump sum credit for the difference in the actual cost versus the base. The base rate for annual operating costs adjustments other than utilities is \$117,216.06 (\$1.50 per RSF/\$1.519 per BOASF) which shall be adjusted annually by the CPI in accordance with Paragraph 2.2 of the SFO
- J. Notwithstanding anything in the SFO or the attachments thereto to the contrary, the rate for overtime HVAC services shall be \$15.00/hour for the entire leased premises.
- K. The Lessor, at its sole cost, shall complete all of correction items outlined in the Final Fire Protection and Life Safety Report. Restrooms are accepted in their current confirmation and existing condition.
- L. Intentionally deleted.
- M. All janitorial services outlined in paragraph 4.8 of the SFO, shall be performed during normal building hours as defined in Attachment A to the SFO, 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.

8 The following are attached and made a part hereof:

- A) Exhibit A - Floor plan of leased premises, 2 pages
- B) Solicitation For Offers No. 9MD2267, 36 pages
- C) Final Fire Protection and Life Safety Report, SFO Attachment #4, 19 pages
- D) Rider #1-Fire Protection and Life Safety Findings and Recommendations, 2 pages
- E) Pre-Lease Security Plan, 7 pages
- F) GSA Form 1217 - Lessor's Annual Cost Statement, 2 pages
- G) GSA Form 3517B - General Clauses, 33 pages
- H) GSA Form 3518 - Representations and Certifications; 7 pages
- I) Rider #2-Seismic Findings and Recommendations, 2 pages
- J) Broker Commission Agreement, 3 pages

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

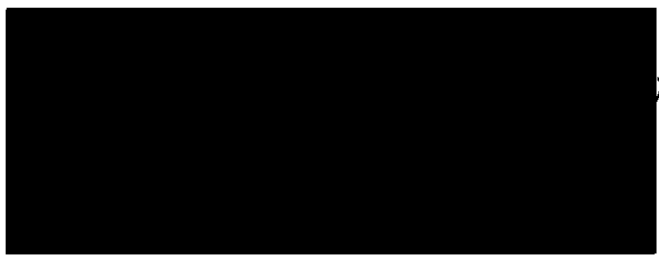
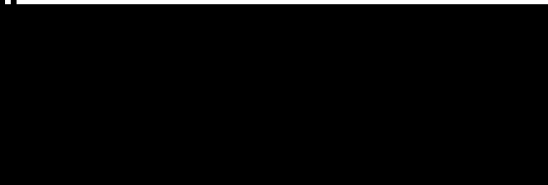
By: **DORSEY MANAGEMENT COMPANY PARKLAWN, LLC**



8207 Maple Ridge Road
Bethesda, Maryland 20714

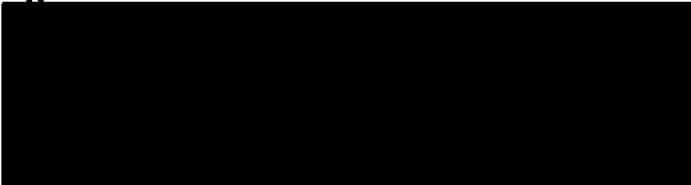
Date: 4-5-2011

IN PRESENCE OF: _____



UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION



GSA

Contracting Officer

Michelle Parrish