

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41CFR) 1D16.601

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE: Oct 18, 2011

LEASE # GS-11B-02304

THIS LEASE, made and entered into this date between GUARDIAN FUND II – CENERPOINTE, LLC

Whose address is: 6000 Executive Boulevard, Suite 400  
Rockville, MD 20852

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 25,529 BOMA rentable square feet (BRSF) equivalent to 24,547 ANSI/BOMA Office Area square feet (ABOA SF) of office and warehouse space, consisting of the mezzanine and main floors, as noted on the attached floor plan, "Exhibit A" and made part hereof, as well as eighty-four (84) un-reserved parking spaces, in the building known as Centerpointe, located at 811, 841, 843, and 845 Brightseat Road, Landover, MD 20785.
2. To be used for office, warehouse, and related purposes as determined by the Government TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term commencing on June 15, 2011, and ending on June 14, 2021.
3. The Government shall pay the Lessor annual rent of \$483,263.97 (\$18.93 per BRSF) payable at a rate of \$40,272.00 per month in arrears for years one (1) through ten (10). Rent for a lesser period shall be prorated. This rent is inclusive of a Tenant Improvement Allowance, a base for operating expenses (minus electricity and gas) and real estate taxes and shall be subject to operating expenses and real estate taxes adjustment during the lease term pursuant to the attached SFO. Rent checks shall be made payable to: GUARDIAN FUND II – CENTERPOINTE, LLC, 6000 Executive Boulevard, Suite 400, Rockville, MD 20852 or in accordance with the provisions of electronic payment of funds.
4. (Intentionally Deleted)
5. (Intentionally Deleted)
6. 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. For purposes of clarification, this lease is net of electricity and gas only, which are separately metered and paid by the Government directly to the utility companies. The cost of water serving the Government's premises and utilities servicing the building common areas are included in the base rate of operating costs established herein and as further defined in Section 4.3 of the SFO.
  - B. The Lessor shall provide to the Government a Tenant Improvement Allowance of \$122,735.00 (\$5.00 per ABOA SF). Such Allowance shall be available, in full, immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor. This Tenant Improvement Allowance is included in the rent, with the \$5.00 per ABOA SF being amortized at a rate of 7.0% over the ten (10) year term of the Lease. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent, the rent shall be adjusted downward using the 7.0% amortization rate. Should the Government require an additional Tenant Improvement allowance above the initial \$5.00 per ABOA, any additional funds (not to exceed \$10.00 per ABOA) shall be provided by the Lessor upon provision of reasonable notice and amortized at a rate to be negotiated by the parties' payable over the balance of the firm lease term. In addition to the \$5.00 per ABOA SF Tenant Improvement Allowance, the Lessor shall also be

  
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responsible for new paint and carpet throughout the premises as specified in Section 1.2(C) of the SFO. Other than the paint and carpet provided by the Lessor in accordance with SFO Section 1.2(C), the leased premises have been accepted by the Government in their "as-Existing" condition.

- C. Commission and Commission Credit – In accordance with SFO Paragraph 2.5, Broker Commission and Commission Credit, CB Richard Ellis ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of years 1-10 of the firm term value of this lease ("Commission"). 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. [REDACTED] or [REDACTED] of the Commission, will be payable to CB Richard Ellis. The remaining [REDACTED], or [REDACTED] which is the "Commission Credit", shall 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 period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. The reduction in shell rent shall commence with the first (1<sup>st</sup>) month of the rental payments, and shall continue as indicated in this schedule for adjusted Monthly Rent:


First (1<sup>st</sup>) Month's Rental Payment \$40,272.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First (1<sup>st</sup>) Month's Rent;

Second (2<sup>nd</sup>) Month's Rental Payment \$40,272.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second (2<sup>nd</sup>) Month's Rent;

Third (3<sup>rd</sup>) Month's Rental Payment \$40,272.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third (3<sup>rd</sup>) Month's Rent;

The full monthly rent payment of \$40,272.00 shall commence with the payment due for the fourth (4<sup>th</sup>) month of the Lease term.

- D. For purposes of Paragraph 4.2 of the SFO, as of the date hereof, the Government's percentage of occupancy for tax purposes is 9.66%, based on occupancy of 25,529 BRSF in a building of 264,380 BRSF.
- E. The base amount for operating costs adjustments is \$94,715.00 (\$3.71 per BRSF) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of the SFO. Any increase in operating cost associated with the leased premises as a result of a change in or addition to requirements or specifications shall be paid for by the Government. The base amount does not include the cost of electricity and gas, which are separately metered and paid directly by the Government. Daytime cleaning will continue to be provided by the Lessor in the same scope as has been provided under the Former Leases, as defined below.
- F. For purposes of this Lease, the "Common Area Factor" is determined to be 1.040 calculated as follows: 25,529 BRSF / 24,547 ABOA SF.
- G. In accordance with Paragraph 4.4 of the SFO, the adjustment to the rent for space previously occupied by the Government and then vacated is \$.64 per ABOA SF.
- H. Notwithstanding anything to the contrary in the Solicitation, The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antennae to the leased space shall be provided. The Government and its providers shall be responsible for any and all costs or expenses arising from the installation, maintenance, and restoration of the property relating to the equipment placed on the property as set forth herein.
- I. The cost for HVAC Overtime services shall be \$30.00 per hour per suite (811, 841, 843, & 845), in accordance with Paragraph 4.6 of the SFO.

  
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J. The Government further acknowledge and agrees, to continue paying the existing rental rates of \$266,823.19 per year and \$93,413.57 per year respectively for the former leases GS-11B-01287 and GS-11B-01434 (The "Former Leases"), until the June 15<sup>th</sup>, 2011 commencement date of this Lease, GS-11B-02304, at which point in time the Former Leases shall terminate. The Lessor agrees to waive any and all penalties associated with lease GS-11B-01287 which expired on November 18, 2010, and lease GS-11B-01434 which is scheduled to expire on September 20, 2011, and the Government agrees to waive any and all claims or other causes of action against the Lessor known or unknown, that may arise from the Former Leases.

K. The fees for any work provided by the Lessor as a result of the Government's use of the initial tenant improvement allowance (\$5.00 per ABOA SF) are as follows: General Conditions shall be five percent (5%); General Contractor's Fee shall be five percent (5%); Architectural and Engineering Fees shall be seven percent (7%); and, the Lessor's Project Management fee for management of any Tenant Improvement (TI) work shall be five percent (5%).

L. If there is any conflict between this SF-2 and the balance of the lease, the terms specified in this SF-2 shall govern.

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

- A) Floor plans of leased area, 5 pages;
- B) Solicitation for Offers #9MD2055, 58 pages;
- C) Rider Number One, Fire Protection & Life Safety, 2 pages;
- D) GSA Form 1217, Lessor's Cost Statement, 2 pages;
- E) Attachment #4 - Fire Protection and Life Safety Evaluation; <sup>29</sup> 17 pages;
- F) Pre-Lease Security Plan, 7 pages;
- G) Certificate of Seismic Certification, 8 pages;
- H) GSA Form 3517B, General Clauses, 33 pages;
- I) GSA Form 3518, Representations And Certifications, 7 pages.

8. The following changes were made in this lease prior to its execution:

Paragraphs 4 and 5 of this SF2 have been deleted in their entirety.

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

Lessor: Guardian Fund II - Centrepointe, LLC, a Maryland limited liability company

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6000 Executive Blvd, #400 N. Bethesda 70852  
(Address)

CONTRACTING OFFICER, GSA, NCR

AGL  
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