

STANDARD FORM 2
FEBRUARY 1985 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 6/14/2017

LEASE #GS-11B-12541

THIS LEASE, made and entered into this date between MFS-ABS Landover LLC, MFS Landover LLC, ABS Landover LLC and SFLP Landover LLP

whose address is: c/o Finmarc Management Inc.
4733 Bethesda Avenue
Suite 650
Bethesda, Maryland 20814-5297

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 216,500 BOMA rentable square feet (BRSF) of office, storage and related specialty space, consisting of Building as noted on the attached floor plan, "Exhibit A" and made a part hereof, in the building located at 1701 Brightseat Road, Landover, MD 20785.

To be used for office and related purposes as determined by the Government

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term commencing on February 1, 2012, and ending at midnight on January 31, 2022.
3. The Government shall pay the Lessor annual rent of \$3,212,860.00 (\$14.84 per BRSF) payable at a rate of \$267,738.33 per month in arrears. Rent for a lesser period shall be prorated. This rent is inclusive of a Tenant Improvement Allowance, a base amount for operating expenses and real estate taxes. Rent checks shall be made payable to Finmarc Management Inc., whose address is listed above or in accordance with the provisions of electronic payment of funds. The Rent Commencement Date shall be the same as the Lease Commencement Date.
4. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. All services including utilities, alterations, repairs, and janitorial services during "normal hours", and maintenance, as well as any other rights and privileges stipulated by this Lease, the SFO and its Attachments included as a component of the rent. The normal working hours for the building shall be 7:00 AM to 6:00 PM, Monday through Friday.
 - B. The Lessor shall provide to the Government a Tenant Improvement Allowance of \$1,082,500.00 (\$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 Tenant Improvement Allowance shall be used to provide the additional requirements listed in Rider #1 Building Issues Deficiencies list under LOC TI Candidate. The Government shall have the full latitude to direct the 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 zero percent (0%) over the first ten (10) years. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent, the rent shall be adjusted downward using the zero percent (0%) amortization rate. If the Government requests and authorizes any work that is less than one hundred thousand dollars the Lessor shall charge a management/coordination fee equal to ten percent (10%) of the amount of each work order performed. For any single work order greater than one hundred thousand dollars, the Lessor shall charge a fee equal to three percent (3%).
 - C. For purposes of Paragraph 4.2 of the SFO, as of the date hereof, the Government's percentage of occupancy for tax purposes is 100%, based on occupancy of 216,500 BRSF in a building of 216,500 BRSF.
 - D. The base amount for operating costs adjustments is \$736,500 (\$3.40 per BRSF) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of the SFO.
 - E. If there is any conflict between this SF-2 and the balance of the lease, the terms specified in this SF-2 shall govern.

MFS
LESSOR GOVT

5. For the purposes of this offer, "Unconditional Acceptance" and "Acceptance" as referred in GSA Form 1364, in the Solicitation for Offers, and in GSA Form 3516, Item 1(c)(3) shall refer to the point at which the government countersigns and delivers to the Lessor or the Lessor's agent a complete lease contract for the premises ("US Government Lease for Real Property" - GSA Form # SF-2) which has been signed by the Lessor.
6. This Lease shall supercede in its entirety GSA's current lease GS-11B-01906 SLA #'s 1 - 9 which shall terminate at midnight January 31, 2012.
7. Notwithstanding the provisions of the Solicitation for Offers (SFO), 1MD2064, as incorporated herein by reference, Lessee hereby agrees to accept the Government Premises "as existing", thereby superceding and nullifying the terms and conditions of Paragraphs: 6.0 (6.1-6.15), 8.8, 8.11, 8.12, 8.13, 8.14, 8.15, 8.17, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 10.1, 10.2, 10.10, 10.18 and 10.24. Unless otherwise specifically noted in SFO 1MD2064 the above-referenced paragraphs shall apply solely to the office space component in the Government Premises and not the warehouse or specialty-use space.
8. The following are attached and made a part hereof:
 - A) Floor plans of leased area, 3 pages;
 - B) Solicitation for Offers #1MD2064, 49 pages;
 - C) Rider #1 Building Evaluation and Deficiency List, 2 pages;
 - D) Rider #2 SOW Custodial Services, 11 pages;
 - E) Rider #3 Fire Life Safety Deficiency Report, 1 page;
 - F) Rider #4 Seismic Study Declaration, 1 page;
 - G) Amendment #1 LEED certification, 1 page;
 - H) GSA Form 1217 - Lessor's Cost Statement, 2 pages;
 - I) Attachment #4 - Fire Protection and Life Safety Evaluation, 16 pages;
 - J) GSA Form 3517B, General Clauses, 33 pages;
 - K) GSA Form 3518, Representations and Certifications, 7 pages;
 - L) [REDACTED] Land Title Survey 1 page
9. Pursuant to Paragraph 7.10 "Security" subparagraph C, the Government shall provide, at its own expense, all security for the Building.
10. This lease may be extended at the option of the Government, for an additional five (5) year period at the annual rental of \$4,013,910.00 (\$18.54 per BRSF) plus accrued operating cost escalations, provided notice be given in writing to the Lessor at least 365 days before the end of the original lease term, all other terms and conditions shall remain the same during any renewal or extension period.

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

11. LESSOR TO MAINTAIN AND REPAIR ALL HVAC EQUIPMENT AT LESSOR'S COST. *MFS*
 LESSOR TO MAINTAIN ALL SPECIAL TENANT EQUIPMENT AT LESSOR'S COST.
 LESSOR TO REPLACE ALL SPECIAL TENANT EQUIPMENT AT TENANT'S COST, IF *required.*

Lessor: c/o Finmarc Management Inc.

4733 Bethesda Avenue
 Suite 650
 Bethesda, Maryland 20814

[REDACTED]
 Name: [REDACTED]

(Address)

On behalf of: MFS-ABS Landover LLC, MFS Landover LLC,
 ABS Landover LLC and SFLP Landover LLP

IN PRESENCE OF:

*4733 Bethesda Ave Suite 650
 Bethesda, Md 20814*

[REDACTED SIGNATURE]

GSA, NCR