

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: **SEP 27 2012**

LEASE No. GS-11B- 12560

THIS LEASE, made and entered into this date by and between **Exeter 6500 Sheriff LLC**, whose address is:

**c/o Exeter Property Group
140 W. Germantown Pike, Suite 150
Plymouth Meeting, PA 19462**

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 43,846 BOMA rentable square feet (BRSF) equivalent to 43,846 ANSI/BOMA Office Area square feet (ABOASF) of warehouse, office, storage and related space, located on a portion of the first floor space, as noted on the attached floor plans, "Exhibit A", and made a part hereof, as well an additional sixteen (16) unreserved parking spaces in an area of the Government's choosing located directly adjacent to the leased premises in the building located at 6500 Sheriff Road, Hyattsville, Maryland 20785.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term beginning on the commencement date determined in accordance with Paragraph 5.12 of Solicitation for Offers No.(SFO) 6MD0174 . The parties will execute a supplemental lease agreement (SLA) after the commencement date to memorialize the commencement and expiration dates of the lease term. The lease is subject to renewal rights hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$444,159.98 (\$10.13 per BRSF which equates to \$10.13 per ABOASF) at the rate of \$37,013.33 per month in arrears for years one through ten. Notwithstanding the foregoing, the rent shall be fully abated for Seven (7) months and twenty-three days equivalent in value to \$286,825.92. Rent for a lesser period of possession shall be prorated. The annual rent shall be subject to operating expenses and real estate tax adjustments during the lease term as per the attached SFO. The annual rent is inclusive of a Tenant Improvement Allowance, a base for operating expenses inclusive of common area maintenance (CAM), and base year real estate taxes as determined by paragraph 4.2 of the SFO. The annual rent is net of the Government's separately metered electrical and gas service. Rent checks shall be made payable to: Exeter 6500 Sheriff LLC, c/o Exeter Property Group, 140 W. Germantown Pike, Suite 150, Plymouth Meeting, PA., 19462 or in accordance with the provisions of electronic payment of funds.

4. In accordance with Paragraph 2.5 "Broker Commissions" of the SFO, CBRE, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE, Inc. have agreed to a cooperating lease commission of [REDACTED] of the Lease value. The total amount of the commission is [REDACTED]. CBRE has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Government's Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker totaling [REDACTED] in accordance with the "Broker Commission and Commission Credit" paragraph in SFO 6MD0174, as well as the agreement between the Lessor and the Broker dated February 2, 2012.

Notwithstanding Paragraph 3 of the Standard Form 2, the Commission Credit of [REDACTED] shall be first deducted from the balance of monthly rent due in the seventh month being [REDACTED] based on eight (8) days remaining. The balance of the commission credit during the eighth and ninth months are as follows: [REDACTED] shall be credited in the eighth month, leaving [REDACTED] as rent due in the eighth month, and the remaining balance of [REDACTED] credited in the ninth month, leaving [REDACTED] as rent due in the ninth month.

5. This lease may be renewed at the option of the Government for a period of [REDACTED], to be exercised at the Government's discretion. The Government shall exercise such option by giving Lessor written notice at least 150 days prior to the expiration date of the initial ten (10) year term. The Government shall pay rent in the amount of [REDACTED] per annum payable at the monthly rate of [REDACTED] in arrears inclusive of a cleaning add-alternate [REDACTED] (see 6.C) plus continuing to

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pay accumulated operating expense adjustments and real estate taxes escalations from the initial term. Rent shall continue to be adjusted for operating cost escalations and the Government shall continue to pay real estate tax adjustments provided in SFO 6MD0174.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A) All services, including cleaning, improvements, alterations, repairs, and utilities are included as defined by this lease. For purposes of clarification, this lease is net of electricity and gas only, which will be separately metered and paid by the Government directly to the utility company. Installation of utility meters will be at the sole cost of the Lessor. The cost of all other utilities as noted on the 1217 serving the Government's premises and utilities servicing the building's common areas are included in the base rate of operating costs established herein and as further defined in Paragraph 4.3 of the SFO.
 - B) The annual rent set forth in Paragraph 3 of this Standard Form 2 shall include a \$7.79 per ABOA SF tenant improvement allowance amortized at 0.0% over the initial firm term equaling \$0.78 per ABOA SF (\$0.78 per BRSF). The total amount of the Tenant Improvement Allowance is \$341,560.34. The Government shall be entitled to utilize the Tenant Improvement Allowance to pay for improvements performed by the Lessor at 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 Paragraphs 3 and 4.
 - C) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy for tax purposes is 15.9128%, based on occupancy of 43,846 BRSF in a building of 275,540 BRSF. The base amount for annual operating costs adjustments is \$64,728.00, which includes an "Add Alternate" for cleaning services in the amount of \$6,150.00 per annum or \$0.14 per RSF. The operating costs adjustment shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of the SFO. The Real Estate Tax Base shall be the unadjusted Real Estate Taxes for the first full Tax Year upon a Full Assessment of the property following the commencement of the lease term.
 - D) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.00, as calculated: 43,846 BRSF / 43,846 ABOA.
 - E) In the event the Government vacates any portion of the leased premises, the rent for such space shall be adjusted downward by \$0.68 per ABOA following proper notice from the Government in accordance with paragraph 4.4 of the SFO.
 - F) There shall be no charge for utilities, other than the electricity and gas charges billed directly to the Government. All janitorial services shall be performed during Normal Hours as defined in SFO 6MD0174, Paragraph 4.5.
 - G) In addition to Lessor's base building and building shell responsibilities addressed in the SFO, the maintenance, repair, and replacement of any existing ceiling fans, heating or cooling units, or other similar conditioning equipment in the warehouse areas shall be the responsibility of the Lessor at Lessor's sole cost. All units must be in good working order upon occupancy. As part of the Tenant Improvement build out of the office area and through the Tenant Improvement Allowance, specified in SFO Paragraph 3.2, as amended, supplemental HVAC units will be installed for conditioning of space. Throughout the lease term, the Lessor at Lessor's sole cost shall be responsible for the maintenance, repair and replacement of all HVAC units supporting the office space. Notwithstanding anything to the contrary, the obligation to obtain LEED certification shall be conditioned upon the Green Building Council's willingness to issue a certificate solely for the Government's suite (excluding the balance of the building).
 - H) Unless directly specified otherwise, the construction or delivery of the Unique Requirements, as described in SFO Paragraph 1.2, as amended, shall be the responsibility of the Lessor and at Lessor's sole cost. All Unique Requirements are a condition of this lease. In addition, any costs associated with complying with local or jurisdictional codes or regulations will be at the sole cost of the Lessor.
 - I) The Tenant Improvement Allowance will include the following fees: (1) General Conditions shall not exceed three percent (3%) of the Construction Costs; (2) General Contractor's fee shall not exceed three percent (3%) of the Construction Costs; (3) Architectural and Engineering fees, are not to exceed \$27,000.00 of the Construction Costs, but will be competitively bid; and (4) the Lessor's Project Management fee shall not exceed four (4%) of the Construction Costs.
 - J) The Lessor acknowledges that the leased premises are currently unencumbered, vacant, and ready for build out in preparation for Government occupancy. Furthermore, the parties acknowledge that upon lease execution, parties will mutually develop and agree on a final Construction Schedule in accordance with SFO Paragraphs 5.11 and 5.12.

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- K) The Lessor, at its sole cost, shall complete all of the Fire and Life Safety correction items on Rider Number One prior to the commencement date of the lease term.
- 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) Exhibit A - Floor plan of leased area, 1 page;
 - B) Exhibit B - Site Plan of leased area, 1 page;
 - C) Solicitation for Offers #6MD0174, 58 pages;
 - D) Pre-Lease Security Plan, 7 pages;
 - E) Fire Protection & Life Safety Evaluation, 10 pages;
 - F) GSA Form 1217, Lessor's Cost Statement, 2 pages;
 - G) GSA Form 3517B, General Clauses, 33 pages;
 - H) GSA Form 3518, Representations And Certifications, 8 pages;
 - I) Rider Number One, Fire Protection & Life Safety, 1 page;
 - J) Rider Number Two, 1 page.

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

Exeter 6500 Sheriff, LLC

By [See attached]
(Signature)

Timothy J. Weber
(Printed Name and Title)

Date: May 16, 2012

IN PRESENCE OF
[Redacted]
(Signature)

UNIVERSITY OF
BY [Redacted]

SERVICES ADMINISTRATION

CONTRACTING OFFICER, GSA, NCR
(Official title)