

This Lease is made and entered into between

Saul Holdings Limited Partnership

(Lessor), whose principal place of business is 7501 Wisconsin Avenue, Suite 1500 East, Bethesda, MD 20814, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

209 Perry Parkway, Gaithersburg, MD 20877-2143

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

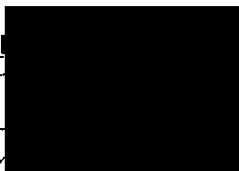
To Have and To Hold the said Premises with its appurtenances for the term beginning either upon April 30, 2013 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

5 Years Firm with a 5 Year Option

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR *Saul Holdings Limited Partnership*
By: *Saul Holdings Limited Partnership*
General Partner

MFS



Name: J. P. [Redacted]
Title: Executive Vice President
Real Estate
Date: OCTOBER 1 2013



Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: NOVEMBER 6, 2013

WITNESSED FOR THE LESSOR BY:



Name: Amy E. Spencer
Assistant Secretary
Title: _____
Date: OCTOBER 1 2013

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 21,268 rentable square feet (RSF), yielding 21,268 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 3 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 3 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Sub-paragraph intentionally deleted.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$410,047.04	\$450,881.60
TENANT IMPROVEMENTS RENT	\$ 0.00	\$ 0.00
OPERATING COSTS ²	\$69,942.51	\$69,942.51
BUILDING SPECIFIC AMORTIZED CAPITAL	\$ 0.00	\$ 0.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$479,989.55	\$520,824.11

¹Shell rent (Firm Term) calculation: \$19.280 per RSF multiplied by 21,268 RSF
²Operating Costs rent calculation: \$3.288627 per RSF multiplied by 21,268 RSF

B. Sub-paragraph intentionally deleted.

C. Sub-paragraph intentionally deleted.

D. Sub-paragraph intentionally deleted.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

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