

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

2/1/11

LEASE NO.

GS-03B-11315

THIS LEASE, made and entered into this date by and between Direct Invest USA Holdings, LLC

114 N. Main St., Suite 100
whose address is Suffolk, VA 23434-4564

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:

21,564 Rentable Square Feet yielding approximately 19,209 ANSI/BOMA Office Area square feet and related space located at the 2680 Industrial Highway, York, PA 17402-2233, together with 145 surface parking spaces

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See Lease Rider Paragraph 13 through See Lease Rider Paragraph 13, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ See Lease Rider Paragraph 13 at the rate of See Lease Rider Paragraph 13 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Direct Invest USA Holdings, LLC
114 N. Main St., Suite 100
Suffolk, VA 23434-4564

4. The Government may terminate this lease in whole or in part effective at any time after the tenth (10) full year of occupancy by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: (Number of Options) (Option Term) year period(s) at the annual rental of \$ _____ (\$ _____ per ABOA square foot), plus accrued operating cost escalations~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

AMH

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

- A. Rider to Lease GS-03B-11315
- B. Solicitation for Offers # 5PA0191 and Amendments #1-3
- C. GSA Form 3517b, "General Clauses" version dated 11/05
- D. GSA Form 3518, "Representations and Certifications" version dated 11/07
- E. Floor Plan(s)

F. Site Plan dated 09/09/10

G. Elevations dated 09/09/10

H. Exterior renderings dated 09/09/10

I. LEED Scorecard

J. Direct Invest USA Holdings, LLC Technical Proposal dated July 30, 2010, as amended on September 10, 2010 and October 28, 2010 *is Incorporated by Reference*

K. Wage Determination Rates dated August 6, 2010.

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

- A. One additional exit must be added to the [redacted] space layout

This lease contains _____ page

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

LESSOR **Direct Invest Holdings, LLC**

BY _____
(Signature)

(Signature)

IN PRESENCE _____
[redacted]
[redacted]

114 N. Main St #100 Suffolk VA 23434
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY _____
[redacted]

Contracting Officer
(Official title)

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9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 21,564 rentable square feet by the total building space of 21,564 rentable square feet.

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$8.24 per ANSI/BOMA Office Area (ABOA) square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

12. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

13. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 120 calander days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

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Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for fifteen consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

Shell Rent: \$494,246.88 per year, or \$22.92 per Rentable Square Foot

Amortized annual cost for Tenant Improvement Allowance*:
\$87,593.04 per year

Interest rate at which Tenant Alterations are amortized: 5.50%

Amortized annual cost for Building Specific Security: \$4,033.89 per year

Annual Cost of Services: \$158,279.76 per year or \$7.34 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 11 through 15:

Shell Rent \$548,803.80 per year, or \$25.45per Rentable Square Foot

Annual Cost of Services: \$158,279.76 per year or \$7.34 per Rentable Square Foot , plus accrued escalations per Paragraph 4.3, "Operating Costs"

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*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$672,315.00 or \$35.00 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 5.50% amortization rate over the firm term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 5.50% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

14. In accordance with Paragraph 3.4, "GSA Forms and Pricing Information" and Paragraph 5.6, "Tenant Improvements Pricing Requirements" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

1) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 7.0% of Total Subcontractors' costs.

2) General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is 7.0% of Total Subcontractors' costs.

3) Architectural/engineering fees charged by the Lessor for Tenant Improvements are \$2.08 per ABOA.

4) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 1.0% of Total Tenant Improvement Construction Costs.

15. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$30.00 per hour.

16. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or

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Lessor MTH Government MG

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vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$1.71 per ANSI/BOMA Office Area square foot.

17. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

18. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"