

LTX17115

**L-3 COMMUNICATIONS CORPORATION
STANDARD SUBLEASE AGREEMENT**

1. PARTIES

This Sublease, dated 8th of March, 2012, is made between L-3 Communications Corporation ("Sublessor") and General Services Administration ("Sublessee").

2. MASTER LEASE

Sublessor is the lessee under a written lease **September 1, 2009**, wherein **Directors Square Partners, L.P.** ("Lessor") leased to Sublessor the real property located in the city of **Arlington**, County of **Tarrant**, State of **Texas**, described as **711 Directors Avenue** ("Master Premises"). Said lease has been amended by the following amendments: **First Amendment dated July 14, 2011**. Said lease and amendments are herein collectively referred to as the "Master Lease" and are attached hereto as Exhibit B.

3. WARRANTY BY SUBLESSOR

Sublessor warrants and represents to Sublessee that the Master Lease has not been amended or modified except as expressly set forth herein, that Sublessor is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the Master Lease beyond applicable notice and cure periods and that Sublessor has no knowledge of any claim by Lessor that Sublessor is in default or breach of any of the provisions of the Master Lease.

INITIALS	
GOVT	LESSOR
<i>[Signature]</i>	<i>[Signature]</i>

4. PREMISES

3,000 ABOA SF / 3,000 RSF shown on Exhibit A

Sublessor hereby subleases to Sublessee on the terms and conditions set forth in this Sublease the following portion of the Master Premises ("Premises"): ~~3,000 sqft shown on Exhibit "A"~~

Sublessee accepts the Premises in their present "As-Is" condition and shall be responsible, at its cost and expense, for all alterations, improvements, additions and other work required or desired for its use and occupancy of the Premises.

INITIALS	
GOVT	LESSOR

5. TERM

5.1 The term of this Sublease shall commence on April ~~15th~~^{25th}, 2012, ("Commencement Date"), or when Lessor consents to this Sublease (if such consent is required under the Master Lease), whichever shall last occur, and end on Sept. 30, 2014, ("Termination Date"), unless otherwise sooner terminated in accordance with the provisions of this Sublease. In the event the Term commences on a date other than the Commencement Date, Sublessor and Sublessee shall execute a memorandum setting forth the actual date of commencement of the term. Possession of the Premises ("Possession") shall be delivered to Sublessee on the commencement of the Term.

5.2 If for any reason Sublessor does not deliver Possession to Sublessee on the commencement of the Term, Sublessor shall not be subject to any liability for such failure, the Termination Date shall not be extended by the delay, and the validity of this Sublease shall not be impaired, but rent shall abate until delivery of Possession. Notwithstanding the foregoing, if Sublessor has not delivered Possession to Sublessee within thirty (30) days after the Commencement Date, then at any time thereafter and before delivery of Possession, Sublessee may give written notice to Sublessor of Sublessee's intention to cancel the Sublease. Said notice shall set forth an effective date for such cancellation which shall be at least ten (10) days after delivery of said notice to Sublessor. If Sublessor delivers Possession to Sublessee on or before such effective date, this Sublease shall remain in full force and effect. If Sublessor fails to deliver Possession to Sublessee on or before such effective date, this Sublease shall be canceled, in which case all consideration previously paid by Sublessee to Sublessor on account of this Sublease shall be returned to Sublessee, this Sublease shall thereafter be of no further force or effect, and Sublessor shall have no further liability to Sublessee on account of such delay or cancellation.

5.3 If Sublessor permits Sublessee to take Possession prior to the commencement of the Term, such early Possession shall not advance the Termination Date and shall be subject to the provisions of this Sublease, including without limitation the payment of rent.

6. RENT

6.1 **Minimum Rent.** Sublessee shall pay to Sublessor as minimum rent, without deduction, offset, notice, or demand via electronically the sum of **Thirty Four Thousand Five Hundred Dollars 00/100 (\$34,500.00) per year, (2,875.00/month) (\$11.50/sqft)** on the first day of each month of the Term in Arrears. Monthly rent is fully serviced and inclusive of base rent, operation rent, tenant improvements, taxes, insurance and CAM. If the Term begins or ends on a day other than the first or last day of a month, the rent for the partial months shall be prorated on a per diem basis.

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This sublease is not subject to annual operating cost adjustments.

7. SECURITY DEPOSIT

There will be no charge for overtime HVAC useage.

Intentional deleted

INITIALS
LESSOR
SUBLESSOR

8. USE OF PREMISES

The Premises shall be used and occupied only for Office setting and for no other use or purpose. Sublessee shall not use, store or dispose of, in or from the Premises, any substances, materials, chemicals or gases which are defined and regulated as being hazardous or toxic under applicable federal, state or local laws and regulations.

9. ASSIGNMENT AND SUBLETTING

Sublessee shall not assign this Sublease or further sublet all or any part of the Premises without the prior written consent of Sublessor (and the consent of Lessor, if such is required under the terms of the Master Lease).

10. OTHER PROVISIONS OF SUBLEASE

All applicable terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if Sublessor were the Lessor thereunder, Sublessee the lessee thereunder, and the Premises the Master Premises, except for the following:

_____, Sublessee assumes and agrees to perform the lessee's obligations under the Master Lease during the Term to the extent that such obligations are applicable to the Premises, except that the obligation to pay rent to Lessor under the Master Lease shall be considered performed by Sublessee to the extent and in the amount rent is paid to Sublessor in accordance with Section 6 of this Sublease. Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of the Master Lease. Sublessor shall exercise due diligence in attempting to cause Lessor to perform its obligations under the Master Lease for the benefit of Sublessee. If the Master Lease terminates, this Sublease shall terminate and the parties shall be relieved of any further liability or obligation under this Sublease, provided however, that if the Master Lease terminates as a result of default or breach by Sublessor or Sublessee under this Sublease and/or the Master Lease, then the defaulting party shall be liable to the non-defaulting party for the damage suffered as a result of such termination. Notwithstanding the foregoing, if the Master Lease gives Sublessor any right to terminate the Master Lease in the event of the partial or total damage, destruction, or condemnation of the

Master Premises or the building or project of which the Master Premises are a part, the exercise of such right by Sublessor shall not constitute a default or breach hereunder. Notwithstanding any provision herein, under no circumstances shall Sublessee have the right to exercise any right granted in the Master Lease to extend the term of the Master Lease or expand the Master Lease Premises.

11. AGENCY DISCLOSURE

Sublessor and Sublessee each warrant that they have dealt with no other real estate broker(s) ("Broker(s)") in connection with this transaction except: **N/A** who represents Sublessor and _____ who represents _____. In the event that _____ represents, both Sublessor and Sublessee, Sublessor and Sublessee hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

12. COMMISSION

Intentional deleted

13. ATTORNEYS' FEES

If Sublessor or Sublessee shall commence an action against the other arising out of or in connection with this Sublease, the prevailing party shall be entitled to recover its costs of suit and reasonable attorney's fees.

14. NOTICES

All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Sublessor to Sublessee shall be sent by United States Mail, postage prepaid, addressed to the Sublessee at the Premises, and to the address herein below, or to such other place as Sublessee may from time to time designate in a notice to the Sublessor. All notices and demands by the Sublessee to Sublessor shall be sent by United States Mail, postage prepaid, addressed to the Sublessor at the address set forth herein, and to such other person or place as the Sublessor may from time to time designate in a notice to the Sublessee.

To Sublessee: General Services Administration -Public Building Service, Leasing Division 200 NW 4th Street Room 4050 Oklahoma City, OK 73102 attn.: Kristine Danielson Senior Leasing Contracting Office.

To Sublessor: L-3 Communications Corporation, 600 Third Avenue, New York, New York 10016, and
Attention: Vice President of Administration

With copies to: L-3 Communications Corporation 3033 Science Park Rd San Diego, CA 92121 Attn.:
Corporate Real Estate

15. OTHER TERMS AND CONDITIONS

The "GSA Form 3517, GSA Form 3518 and Additional GSA Clauses # 16 through # 19" attached
hereto containing are a part of this Sublease and incorporated hereby by reference.

Date: _____

Date: April 25, 2012

Sublessor: L-3 Communications Corporation

Sublessee: General Services Administration



Title: Vice President

Title: Lease Contracting Officer

By: _____

Title: _____