

DATE OF LEASE: **JAN - 6 2011**

LEASE # **GS-11B-02255**

THIS LEASE, made and entered into this date between Nova Industrial, LLC

Whose address is: c/o Nova Industrial, LLC
5272 River Road, Suite 360
Bethesda, Maryland, 20816

And whose interest in the property hereinafter described is that of 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 48,369 Boma Rentable Square Feet (BRSF)[equivalent to 48,369 Net Useable Square Feet (NUSF)] of warehouse, office and related space located in the building as Herndon Industrial, located at 302 Victory Drive, Herndon, Virginia 20170-2420 as noted on the attached floor plan and made a part hereof.

To be used for warehouse and/or related purposes, as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN (10) YEAR SUCCEEDING lease term beginning on January 1, 2011, through December 31, 2020.

3. The Government shall pay the Lessor an annual rent of \$463,375.02 (\$9.58/NUSF) at the rate of \$38,614.59 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$46,434.24 (\$0.96/NUSF) and base real estate taxes. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be paid by the Government in accordance with the SFO # 07-029. Rent checks shall be made payable to: Nova Industrial, LLC 5272 River Road, Bethesda, Maryland, 20816.

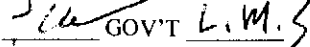
The Government's percentage of occupancy for real estate tax purposes shall be 62.68% based on 48,369RSF/77,169RSF, subject to confirmation of the rentable areas of the Government-leased space and the entire building.

~~4. The Government may terminate this lease at any time by giving at least _____ day's 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 day the date of mailing.~~

5. (Intentionally deleted)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

a) FIRE & LIFE SAFETY: Notwithstanding any other provision of the Lease, within 60 days of execution of this lease, the Lessor shall correct all deficiencies and comply with all of the recommendations and finding of the attachment #4, Fire Protection & Life Safety Evaluation report date August 6, 2010 prepared the Lessor's Certified Fire Protection Engineer, as well as comply with all fire protection provisions of this lease and Rider # 1 - Fire & Life Safety, and the recommendations and findings of the GSA Fire Protection Engineer Section's review of the report attached hereto.

LESSOR  GOV'T L.M.S.

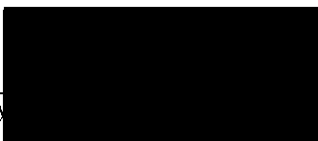
- b) Pursuant to Paragraph 3 "Tenant Improvement", the annual rental rate recited in paragraph 3 does not include any amortized Tenant Improvement Allowance (TIA). However, the Lessor shall be responsible for maintaining all items in paragraph 1.8 "Building Shell Requirements" in good repair and tenable condition throughout the term of this Lease in accordance with the requirements of the Lease and its attachments. The Lessor shall ensure that the space meets and comply with all UFAS/ADA codes according to the SFO.
- c) The Government's percentage of occupancy for real estate tax purposes shall be 62.6793142%, based on 48,369RSF/77,169RSF, subject to confirmation of the total rentable area of the entire building.
- d) The Government shall have the right to use 48 none reserved parking spaces, at no addition cost throughout the lease term.
- e) The parties agree that the Lessor shall have no obligation to fund any commission pursuant to SFO section 1.5 "Broker Commission" and there is no free rent associated with this lease.
- f) In the case of a conflict between this GSA Standard Form 2 (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:

- 1) SOLICITATION FOR OFFERS (SFO) #07-029, 30 PAGES
- 2) FIRE & LIFE SAFETY RIDER # 1, 1PAGE
- 3) SECURITY RIDER #2, 1 PAGE
- 4) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 5) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 6) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
- 7) ATTACHMENT #4 TO THE SFO, FIRE SAFETY, 10 PAGES
- 8) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 2 PAGES
- 9) GSA FORM 1364, PROPOSAL TO LEASE SPACE, 4 PAGES
- 10) GSA FORM 3517B, GENERAL CLAUSES, 32 PAGES
- 11) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
- 12) FLOORPLAN OF LEASED AREA, 1 PAGE

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

LESSOR: Nova Industrial, LLC

By 

IN PRESENCE



UNITED STATES OF AMERICA

BY

TITLE

