

DATE OF LEASE: JUNE 7, 2011

LEASE # GS-11B-02314

THIS LEASE, made and entered into this date between: MSCI 2007-IQ13 WOODLAND PARK, LLC

Whose address is: 1601 Washington Avenue
Suite 700
Miami Beach, FL 33139-3159

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 considerations hereinafter mentioned, covenant and agree as follows:

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

A total of approximately **55,620 Rentable Square Feet (RSF)**, being **47,946 ANSI BOMA Office Area Square Feet (BOASF)**, (herein referred to as the Leased Premises), consisting of 10,380 BRSF (8,948 BOASF) on the 1st floor; 22,620 BRSF (19,500 BOASF) on the entire 5th floor; and 22,620 BRSF (19,500 BOASF) on the entire 6th Floor, as cross hatched on the attached floor plans made a part hereof; in the building known as Northridge I, located at 13221 Woodland Park Road in Herndon, VA 20171.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on the February 1, 2011 and expiring January 31, 2016, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$1,450,427.00 (\$30.25 / BOASF) at the rate of \$120,868.92 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$382,145.56 (\$7.97 / BOASF), base real estate taxes, and \$191,792 to amortize a tenant improvement allowance of \$958,960.00 (\$20.00/BOASF) at zero percent (0%) annual interest. Government shall be entitled to a rent credit in the amount of \$120,868.92 to be applied against the monthly fully serviced rental payment until exhausted. Rent checks shall be payable to **MSCI 2007-IQ13 WOODLAND PARK, LLC**, at the address shown below:

MSCI 2007-IQ13 WOODLAND PARK, LLC
c/o Transwestern
P.O. Box 6133
Hicksville, NY 11802-6133

4. Intentionally deleted.

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one [REDACTED] per month in arrears. The operating cost and tax bases shall be recomputed for a new five-year term at the beginning of the option term. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 11-VA. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease 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:
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) Within 180 calendar days of mutual execution of the lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto and made a part hereof.

b) Tenant Improvements: Upon completion of improvements in the Leased Premises by the Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than \$958,960.00, then the rent shall be adjusted accordingly. Tenant improvements financed by the Lessor above \$20.00 / BOASF and up to \$42.08 / BOASF shall be amortized at thirteen percent (13%) annual interest. Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$2,017,651.84 (\$42.08/BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment. The Government reserves the right to convert any unused portion of this allowance to additional rental abatement or to reduce the annual rent as set forth in Paragraph 3; any such action thus taken shall be memorialized by SLA along with the amortization payment amount and revised rent.

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- c) The Government's percentage of occupancy for real estate tax purposes shall be 44%, based on 55,620 BRSF / 126,081 BRSF.
 - d) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. The general contractor's total fees for overhead and profit shall not exceed 6% and the general contractor's fees for general conditions shall not exceed 6%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 6% and architecture & engineering fees, if any, shall not exceed \$5.00 / BOASF. Any such fees will be paid for out of the T/I Allowance.
 - e) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$40.00 per hour per floor with no minimum usage for Monday through Friday. A minimum two (2) hour charge shall apply for HVAC overtime usage on Saturday, Sunday and federal holidays. In the event that the Government and another tenant request simultaneous overtime service using the same equipment, the applicable overtime charge shall be pro-rated over the square footage of each such tenant for the simultaneous hours requested. In the event that an engineer or maintenance mechanic is requested by the tenant, the rate for said services shall be negotiated. If requested by the Government, the Lessor shall provide documentation, including but not limited to, an inventory of the equipment operated to provide overtime HVAC, past utility bills and other pertinent information as requested in support of the overtime HVAC rate.
 - f) The Lessor shall not be required to pay any cooperating brokerage commission to the Government, or any broker acting on behalf of the Government, in connection with this lease.
 - g) The Government's end users shall have the right to use up to 184 parking spaces in association with this Lease at no additional cost.
 - h) This is a succeeding lease agreement to GS-11B-01876. The ANSI BOMA Office Area Square Feet (BOASF) in lease GS-11B-01876 (48,069 BOASF) is being restated in this Lease as 47,948 BOASF due to a re-measurement using the new standard BOMA method of measurement.
 - i) In the event of a discrepancy between the terms of this SF-2 and the SFO and its attachments, the terms of this SF-2 shall control.
7. The following are attached and made a part hereof:
1. Exhibit A - Floor Plans of Leased Area, 3 pages
 2. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
 3. Rider #1 - Fire & Life Safety, 1 page
 4. Rider #2 - Security Requirements, 1 page
 5. Solicitation For Offers (SFO) # 11-VA_Amended 01, 56 pages
 6. Solicitation Attachment #1, Rate Structure, 1 page
 7. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
 8. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
 9. Solicitation Attachment #4, Fire and Life Safety Report, 18 pages
 10. GSA Form 3517, General Clauses, 33 pages
 11. GSA Form 3518, Representations and Certifications, 7 pages
 12. Small Business Subcontracting Plan, 13 pages

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

LESSOR: MSCI 2007-IQ13 WOODLAND PARK, LLC

MANAGER

[Redacted Signature]

TITLE: VICE-PRESIDENT

DATE: 4/28/11

IN PRESENCE OF _____

ADDRESS: _____

[Redacted Signature]

CONTRACTING OFFICER, GSA, NCR