

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9/7/2010

LEASE NO.

GS-03B-09477

THIS LEASE, made and entered into this date by and between

RIV FIVE, LLC

whose address is 4600 Wedgewood Boulevard, Suite A
Frederick, MD 21703-7131

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:

27,025 Rentable Square Feet yielding 24,078 ANSI/BOMA Office Area square feet and related space located on the 4th Floor, at the Riverside Five, 8490 Progress Drive, Frederick, MD 21701-4992, together with 125 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 10 through See Lease Rider Paragraph 10 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 10

at the rate of See Lease Rider Paragraph 10 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

RIV FIVE, LLC
4600 Wedgewood Blvd, Suite A
Frederick, MD 21703-7131

4. The Government may terminate this lease in whole or in part effective at any time after the 5th full year of occupancy by giving at least 120 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. 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.

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

- A. Rider to Lease GS-03B-09477 (pages 3-5)
- B. Solicitation for Offers # 9MD2198 (pages 6-60)
- C. GSA Form 3517, "General Clauses" version dated rev 11/05 (pages 61-94)
- D. GSA Form 3518, "Representations and Certifications" version dated rev 1/03 (pages 95-101)
- E. LEED-CI (Commercial Interiors) Scorecard (Exhibit A) (page 102)
- F. Form B: [REDACTED] (Exhibit B) (pages 103-105)
- G. Floor Plans (Exhibit C) (page 106)

This lease contains 106 pages

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

LESSOR RIV FIVE LLC

BY

(Signature)

(Signature)

IN PRESENCE OF:

Scott Cunningham

(Signature)

MATAN
4600 Wedgewood Blvd
Suite A
Frederick, MD 21703

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

Elizabeth McLoughlin

(Signature)

Contracting Officer

(Official title)

7. 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.

8. The total percentage of space occupied by the Government under the terms of the lease is equal to 22.32% 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 27,025 rentable square feet by the total building space of 121,086 rentable square feet.

9. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$5.81 per Rentable (RSF) square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

10. 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 90 working 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.

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 10 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:

Lessor Government EM

Years 1 through 5:

Shell Rent: \$531,311.50 per year or \$19.66 per Rentable Square Foot,

Amortized annual cost for Tenant Improvement Allowance*:

\$189,985.75 per year

Interest rate at which Tenant Alterations are amortized: 7.75%

Amortized annual cost for Building Specific Security: \$7,296.75 per year

Annual Cost of Services: \$157,015.25 per year or \$5.81 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 6 through 10:

Shell Rent \$620,223.75 per year or \$22.95 per Rentable Square Foot,

Annual Cost of Services: \$157,015.25 per year or \$5.81 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$785,424 or \$32.62 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 7.75% amortization rate over the firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 7.75% 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.

11. In accordance with Paragraph 3.4, "GSA Forms and Pricing Information" and Paragraph 5.2, "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% of Total Subcontractors' costs.
- 2) General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is 6% of Total Subcontractors' costs.
- 3) Architectural/engineering fees charged by the Lessor for Tenant Improvements are \$2.50 per ABOA.
- 4) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 5% of Total Tenant Improvement Construction Costs.

12. 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.

13. 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"

14. In accordance with Paragraph 4.6 "Overtime Usage", of the lease, the additional cost to the Government for overtime HVAC services is \$35 per hour.

Lessor  Government 