

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7-6-09

LEASE NO.

GS-03B-09385

THIS LEASE, made and entered into this date by and between EMMARTON ROAD ASSOCIATES, LLC

Whose address is 5621 OLD FREDERICK ROAD
BALTIMORE, MD 21228

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 2,621 rentable square feet (RSF) of office and related space, which yields 2,340 ANSI/BOMA Office Area square feet (USF) of space at 2107 Laurel Bush Road, Bel Air, Maryland 21015 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 4 reserved, secure parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See paragraph 14 of Rider to Lease and continuing through See paragraph 14 of Rider to Lease, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of See paragraph 14 of Rider to Lease at the rate of See paragraph 14 of Rider to Lease per Month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

EMMARTON ROAD ASSOCIATES, LLC
5621 OLD FREDERICK ROAD
BALTIMORE, MARYLAND 21228

4. The Government may terminate this lease in whole or in part at any time on or after the tenth (10th) full year of occupancy by giving at least 60 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: provided notice be given in writing to the Lessor at least XX 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.~~

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

LESSOR: EMMARTON ROAD ASSOCIATES, LLC

BY

[Redacted Signature]

Manajy Asben
(Title)

IN PRESENCE OF

[Redacted Name]

5621 Old Frederick Road
Baltimore, MD 21207
(Address)

UNITED STATES OF AMERICA

BY

[Redacted Signature]

Contracting Officer, General Services Administration
(Official Title)

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

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

7. In accordance with Paragraph 1.12 of the SFO entitled, BROKER COMMISSION AND COMMISSION CREDIT, the projected commission is [REDACTED]. This amount is based on [REDACTED] of the gross rental rate during the firm term of the lease. For the benefit of the Government, the Broker has agreed to forgo [REDACTED] of any commission that it is entitled to receive in connection with this lease transaction. The Broker shall be paid directly by the Lessor [REDACTED] of the Total Broker's Commission estimated to be [REDACTED] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is estimated to be [REDACTED] (the "Commission Credit") which shall not be paid to the Broker, but shall be applied in equal monthly amounts against the shell rental payments due and owing under the Lease. The rentable amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months, not to exceed twelve (12) months and that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of the Total Broker's Commission, Remaining Broker's Commission, and Commission Credit to be applied against the Government's rental payment obligations under the Lease, prior to the Government's occupancy.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant build-out amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate, prior to the Government's occupancy. The Remaining Broker's Commission is payable to Jones Lang LaSalle in accordance with the following schedule: 50% percent upon lease award and 50% upon occupancy.

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

Standard Form 2 - U.S. Government Lease for Real Property
Rider to Lease GS-03B-09385
Solicitation For Offers (SFO 8MD2079)
Special Requirements attachment - FEDERAL BUREAU OF INVESTIGATION
GSA Form 3517B - General Clauses
GSA Form 3518 - Representations and Certifications
Floor Plans

LESSOR

UNITED STATES OF AMERICA

BY

MJA

(Initial)

BY

MS

(Initial)