

STANDARD FORM 2
AUGUST 2009 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

2/10/2011

LEASE NO.

GS-03B-11314

THIS LEASE, made and entered into this date by and between Box Hill Corporate Center 10, LLC

whose address is 2700 Philadelphia Rd
Edgewood, Maryland 21040-1120

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:

7,505 Rentable Square Feet yielding approximately 6,973 ANSI/BOMA Office Area square feet and related space located on the First Floor, at 3435 Box Hill Corporate Center Drive, Abingdon, Maryland 21009-1201, together with five (5) reserved parking Spaces and thirty-four (34) employee/visitor parking spaces, as depicted on Exhibit #B(attached) 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 13 through See Lease Rider Paragraph 13, 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 13 at the rate of See Lease Rider Paragraph 13 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Box Hill Corporate Center 10, LLC
2700 Philadelphia Rd
Edgewood, Maryland 21040-1120

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) full year of occupancy by giving at least ninety (90) 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:
(Number of Options) (Option Term) year period(s) at the annual rental of \$ _____ (\$ _____ per ABOA square foot);
plus accrued operating cost escalations provided notice be given in writing to the Lessor at least _____ 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.~~

6. 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.

B. The Lessor and the Broker have agreed to a cooperating lease commission of four percent (4%) of the firm term value of this lease. The total amount of the commission is \$_____. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego forty percent (40%) of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$_____. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$20,025.84 minus prorated Commission Credit of \$_____ equals \$_____ adjusted First Month's Rent.*

Second Month's Rental Payment of \$20,025.84 minus prorated Commission Credit of \$_____ equals \$_____ adjusted Second Month's Rent.*

AW or

Third Month's Rental Payment shall commence in full.

*subject to adjustment upon determination of actual TI expenditure

- 7. The following are attached and made a part hereof:
 - A. Rider to Lease GS-03B-11314(4 pages)
 - B. Solicitation for Offers # 7MD2029 dated 3/31/2010 (51 pages)
 - C. Section 11 Agency Special Requirements (25 pages)
 - D. SFO Amendment #1 dated 11/4/2010 (1page)
 - E. GSA Form 3517B, "General Clauses" version dated 11/05 (33 pages)
 - F. GSA Form 3518, "Representations and Certifications" version dated 1/07 (7 pages)
 - G. Floor Plan(s) {Exhibit #A} (1 page)
 - H. Site Plan (Exhibit #B) (1 page)

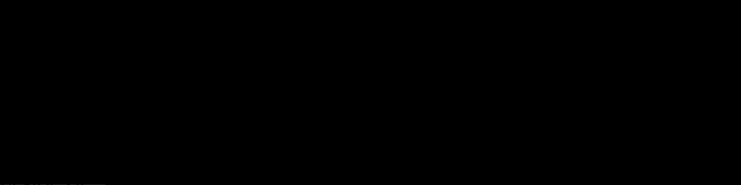
8. The following changes were made in this lease prior to its execution:

This lease contains 125 pages

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

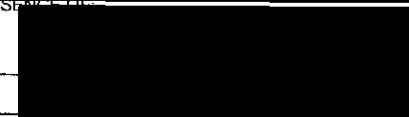
LESSOR

BY



Signature)

IN PRESENCE OF

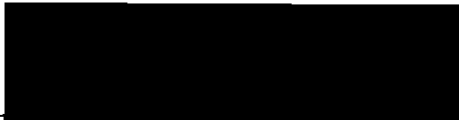


2700 Philadelphia Rd
Edgewood, MD 21040
(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY



Contracting Officer
(Official title)