

**LEASE NO. GS-03B-12029**

Succeeding/Superseding Lease  
GSA FORM L202 (January 2012)

This Lease is made and entered into between

Lessor's Name Arundel MD Green, LLC

("the Lessor"), whose principal place of business is 50 N. Water Street, Norwalk, CT 06854-2278, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**7240 Parkway Drive  
Hanover, Maryland 21076-1310**

and more fully described in Section 1 and the attached floorplan (page 39 of the Lease), together with rights to the use of parking and other areas as set forth herein.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning January 1, 2013, and continuing for a period of

**10 Years, 5 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR



Name:

**Barry P. Marcus  
Senior Vice President**

Title:

Date:

12/27/2012

FOR THE GOVERNMENT:



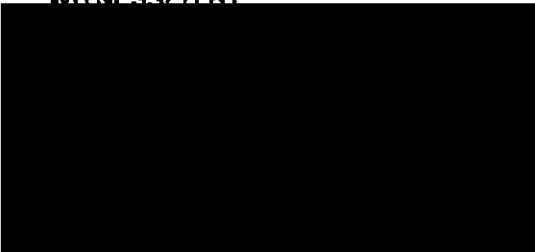
Cathleen Ryer

Lease LCO

Date:

1-2-13

WITNESSED BY:



**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (JUN 2012)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. **Office and Related Space:** 1,762 rentable square feet (RSF), yielding 1,559 ANSVBOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 4th floor(s) and known as Suite(s) 450, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit XX.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 13 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. **Parking:** 2 parking spaces, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 2 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$26,430.00	\$26,430.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$ 12,710.00	\$ 12,710.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$ 0.00	\$ 0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$39,140.00</b>	<b>\$39,140.00</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$15.00 per RSF multiplied by 1,762 RSF

<sup>2</sup>The Tenant Improvement Allowance is not included in this lease.

<sup>3</sup>Operating Costs rent calculation: \$7.21 (rounded) per RSF multiplied by 1,762 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) are not included in this lease

<sup>5</sup>Parking costs described under sub-paragraph G below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 1,559 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described in the paragraph entitled "The Premises."

[Type text]

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

F. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

**1.04 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.05 RENEWAL RIGHTS (AUG 2011)**

This Lease may be renewed at the option of the Government for a term of 5 YEARS at the following rental rate(s):

	OPTION TERM, YEARS 11 - 15	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$29,073	\$16.50
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 1 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 180 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	PAGE NUMBERS
SECURITY REQUIREMENTS	2	31-32
GSA FORM 3517A GENERAL CLAUSES	2	33-34
GSA FORM 3518A, REPRESENTATIONS AND CERTIFICATIONS	4	35-38
FLOOR PLAN(S)	1	39

**1.07 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)**

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

**1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 2.37 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 1,762 RSF by the total Building space of 74,475 RSF.

**1.09 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$7.21 per RSF (\$12,710.00/annum).

**1.10 HOURLY OVERTIME HVAC RATES (AUG 2011)**

[Type text]

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$0.00 per hour for the entire Space.

**1.11 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$45.00 per ABOA SF. of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.12 BUILDING IMPROVEMENTS (SEP 2012)**

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space (included in the shell rent):

- Repainting of the entire leased premises (with the exception of the walls above the chair rail in the occupied offices) in accordance with the "Painting—TI" paragraph of the Lease.
- Re-carpeting of the leased premises is not required at this time, but note the cyclical requirements in year 6 of the lease.
- Other:
  - 1) Lessor shall furnish and install a new suite entrance door lock of commercial grade quality. Lock shall be capable of being unlocked through the use of a keypad or swipe card. Furthermore, lock shall be capable of remaining unlocked, if designated from inside the space.
  - 2) All window sills shall be caulked and spackled where required to eliminate cracks