

This Lease is made and entered into between

Guardian Realty Fund II-Business Trust

(Lessor), whose principal place of business is

**6000 Executive Boulevard
Suite 400
North Bethesda, Maryland 20852-3857**

and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

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

**One Columbia Center
10025 Governor Warfield Parkway
Columbia, Maryland 21044-3340**

together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

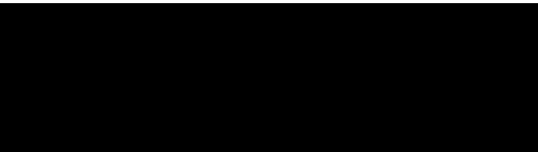
LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon January 26, 2013 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

10 Years, 5 Years Firm.

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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.

FO 

Name: Anthony G. LaBarbera

Title: President of Lessor's agent, Guardian Realty Management, Inc.

Date: 1/8/13

FOR THE GOVERNMENT:

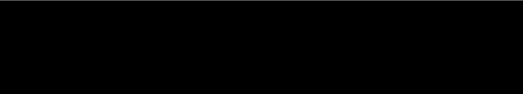
Jean Starr Forcinito

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: JAN 10 2013

WITNESSED FOR THE LESSOR BY:



Name: NIKKIETTE M. AREND

Title: Leasing administrator for owner's agent

Date: 1/8/13

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~ "INTENTIONALLY DELETED"

1.05 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 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.

1.06 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	\$52,634.70	\$34.95 FULLY-SERVICED - SHELL @ \$27.34 PER RSF
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 90 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.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES
SECURITY REQUIREMENTS	3
GSA FORM 3517B GENERAL CLAUSES	46
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10

1.08 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.

1.09 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 1.55 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 1,506 RSF by the total Building space of 97,065 RSF.

1.10 ~~ESTABLISHMENT OF TAX BASE (JUN 2012)~~ "INTENTIONALLY DELETED"

1.11 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 \$7.61 per RSF (\$11,461.00/annum).

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.95 per ABOA SF of Space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

\$39.00 per hour for the entire space.

1.14 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 \$0.00 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.

1.15 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor shall complete the following Building improvements within sixty (60) working days from occupancy of January 26, 2013:

-Installation of [REDACTED] in accordance with the Security Requirements, Exhibit A, Paragraph 8.