

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

December 16, 2010

LEASE NO.

GS-03B-09468

THIS LEASE, made and entered into this date by and between Direct Invest USA, LLC

whose address is 114 North Main Street, Suite 100
Suffolk, VA 23434-4564

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:

14,990 Rentable Square Feet yielding approximately 12,972 ANSI/BOMA Office Area square feet of office and related space (as shown on the attached floor plan labeled Exhibit "A") located on the entire 1st Floor, at 701 East Cheltenham Avenue, Philadelphia, PA 19144, 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 12 through See Lease Rider Paragraph 12, 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 12 at the rate of See Lease Rider Paragraph 12 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Direct Invest USA, LLC
114 North Main Street, Suite 100
Suffolk, VA 23434-4564

4. INTENTIONALLY DELETED

5. INTENTIONALLY DELETED

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 [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. 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 [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] and shall be paid as free rent in equal monthly installments of [REDACTED] during the first four (4) months of the lease. The Lessor agrees to pay Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004, the Commission less the Commission Credit in the lump sum amount of [REDACTED], which shall be due to Studley, Inc. upon execution of this Lease by the Government and payable within 30 days of the receipt of an invoice.

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 \$47,780.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$47,780.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment \$47,780.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

Fourth Month's Rental Payment \$47,780.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent

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

- A. Rider to Lease GS-03B-09468
- B. Solicitation for Offers # 9PA2050
- C. SFO Attachment #1 - [REDACTED] Special Requirements
- D. GSA Form 3517, "General Clauses" version dated November 2005
- E. GSA Form 3518, "Representations and Certifications" version dated August 23, 2010
- F. Exhibit A - Floorplan
- G. Exhibit B - Exterior Renderings
- H. Exhibit C - Elevations
- I. Exhibit D - Site Plan and Parking Plan

8. The following SFO paragraphs were deleted in their entirety:

1.4, 1.7, 1.8, 1.10, 2.1, 2.2, and 2.6, 3.1, and 3.4

The following SFO paragraphs were deleted in part and/or amended:

1.1, and 1.2

This lease contains 120 pages

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

LESSOR: Direct Invest USA, LLC

BY

[REDACTED]

(Signature)

IN PRESENCE

[REDACTED]

(Signature)

(Address)

BY

[REDACTED]

STRATION, PUBLIC BUILDINGS SERVICE

Contracting Officer

(Official title)

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9. 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.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% 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 14,990 rentable square feet by the total building space of 14,990 rentable square feet.

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$8.06 per Rentable Square Foot (RSF), is acceptable. This figure includes the Government's pro-rata share of operating costs.

12. 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 120 calendar 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 ten (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:

Years 1 through 10:

Shell Rent: \$390,489.50 per year.

Building Specific Security: \$1,049.30 per year.

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Amortized annual cost for Tenant Improvement Allowance*:

\$61,009.30 per year.

Interest rate* at which Tenant Alterations are amortized: 5.2295%

Annual Cost of Services: \$120,819.40 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

*The \$48.82 per ANSI/BOMA Office Area Square Foot has been amortized into the rent over the equivalent of a fifteen (15) year term (\$61,009.30 per year at 5.2295% over 15 years). Government and Lessor acknowledge that this lease carries a firm term of only ten (10) years. The Government shall have no obligation to pay for the outstanding unamortized balance of the tenant improvement allowance beyond the ten (10) year firm term of the lease. The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$633,293.04 or \$48.82 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 5.2295% amortization rate over the equivalent of a fifteen (15) year period. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 5.2295% 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.

13. In accordance with Paragraph 3.2B, "Tenant Improvements Included In Offer" and Paragraph 5.2 "Tenant Improvement Pricing Requirements" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

- a) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 7.0% of Total Subcontractors' costs.

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b) General Contractor's fee charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 7.0% of Total Subcontractors' costs.

c) Architectural/engineering fees charged by the Lessor for initial Tenant Improvements are \$25,331.72.

d) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 1.0% of Total Tenant Improvement Construction Costs.

14. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$30.00 per hour.



15. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$2.05 per ANSI/BOMA Office Area square foot.

16. 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.

17. Any proposed changes to the base building design, building materials, or site plan and elevations described in Exhibit A- Floorplan, Exhibit B - Exterior Renderings, Exhibit C - Elevations, and Exhibit D - Site Plan & Parking Plan of this lease must be submitted by the Lessor and shall be subject to the advanced written approval of the Contracting Officer.

18. The Government shall be entitled to the use of sixty (60) parking spaces located on the parking lot illustrated on the site plan labeled "Exhibit D - Site Plan & Parking Plan", attached hereto and made a part hereof. The cost of such parking is included in the shell rental rate and the shell rate is not subject to any parking rate increases.

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19. 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"

Lessor BR Government BP⁶