

DATE OF LEASE: February 9, 2011

LEASE #GS-11B - 02220

THIS LEASE, made and entered into this date between: 7201 Wisconsin, LLC

Whose address is: c/o Guardian Realty Management, Inc.
6000 Executive Blvd, Suite 400
Bethesda, MD 20852

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 approximately **45,075 ANSI BOMA Rentable Square Feet (BRSF)**, being **39,245 ANSI BOMA Office Area Square Feet (BOASF)**, R/U factor of 1.1486, consisting of 20,735 BRSF (17,954 BOASF) on the 2nd floor; 15,712 BRSF (13,605 BOASF) on the 3rd floor; and 7,026 BRSF (6,084 BOASF) on the 5th floor as shown on the attached floor plans made a part hereof, in the building known as 7201 Wisconsin, located at 7201 Wisconsin Ave, Bethesda, MD 20814-4810, together with 1,602 square feet of storage space as depicted on the attached floor plans and made a part hereof.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) YEAR FIRM term beginning on the October 1, 2011 and expiring September 30, 2021, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$1,549,392.60 (\$39.48 / BOASF) at the rate of \$129,116.05 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an Operating Cost Base of \$417,566.80 (\$10.64 / BOASF), base real estate taxes, and \$15,698.00 to amortize a tenant improvement allowance of \$156,980.00 (\$4.00 / BOASF) at zero percent (0%) annual interest. The Operating Cost Base includes the daytime cleaning premium of \$1.00 / BOASF. The Government shall be entitled to a rent credit in the amount of \$258,232.10 to be applied against the monthly fully serviced rental payment until exhausted. Rent checks shall be payable to **7201 Wisconsin, LLC**, at the address shown below:

7201 Wisconsin, LLC
c/o Guardian Realty Management, Inc.
6000 Executive Blvd, Suite 400
Bethesda, MD 20852

4. ~~The government may terminate this lease at any time by giving at least _____ 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 term and at the following rental:~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

a) Prior to Government occupancy, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto and made a part hereof.

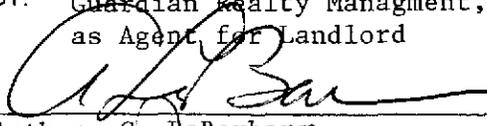
LESSOR AL GOV'T AP

- b) Tenant Improvements: The cost of improvements, if any, shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent (if applicable). In the event that the total cost of tenant improvements is greater or less than \$4.00 /BOASF, the rent shall be adjusted accordingly. In the event that the total cost of the tenant improvements is less than \$4.00 /BOASF, the rent shall be reduced accordingly. Tenant improvements financed by the Lessor above the initial \$4.00 per BOASF shall be amortized at the annual interest rate of eight percent (8%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$784,900.00 (\$20.00 /BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
- c) The Government's percentage of occupancy for real estate tax purposes shall be 30.07%, based on 45,075 BRSF / 149,877 RSF, subject to confirmation of the total rentable area of the entire building.
- d) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. The general contractor's total fees for overhead and profit shall not exceed 8% and the general contractor's fees for general conditions shall not exceed 8%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 8% and architecture & engineering fees, if any, shall not exceed \$2.50 / BOASF. Any such fees will be paid for out of the T/I Allowance.
- e) The HVAC Overtime rate shall be \$65 per hour, per floor for the first lease year and shall be adjusted annually by the same percentage amount as the annual CPI adjustment to the Operating Cost Base.
- f) The Lessor shall cause all cleaning within the Government's demised area to be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.
- g) Notwithstanding the provisions contained in Paragraph 6, the parties agree that this is a succeeding lease agreement to GS-11B-01413, GS-11B-01414, GS-11B-01415, and the Government will continue to occupy the space without change to the existing floor plan layout and the Lessor will continue to maintain, repair and replace as necessary all of the elements of the warm, lit shell to the specifications of SFO 07-015. In the event that the Government elects to make alterations to the leased space and in the scope of those additional alterations an element of the warm lit shell which is presently existing and functioning to the specifications of SFO 07-015 is damaged or destroyed, the cost and expense to restore said warm lit shell item shall be borne by the Government. The total rentable square footage in lease GS-11B-01413, -01414, -01415 (43,475 BRSF (36,843 BOASF) is being restated in this Lease (GS-11B-02220) as 45,075 BRSF (39,245 BOASF) due to a re-measurement using the new standard BOMA method of measurement.
- h) In the event of a discrepancy between the terms of this SF-2 and the SFO and its attachments, the terms of this SF-2 shall control.
7. The following are attached and made a part hereof:
1. Solicitation For Offers (SFO) # 07-015, 48 pages
 2. Solicitation Attachment #1, Rate Structure, 1 page
 3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
 4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
 5. Solicitation Attachment #4, Fire and Life Safety Report
 6. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
 7. GSA Form 3517, General Clauses, 32 pages
 8. GSA Form 3518, Representations and Certifications, 7 pages
 9. Floor Plans of Leased Area, 4 pages
 10. Rider #1 - Fire & Life Safety, 1 page
 11. Rider #2 - Security Requirements, 1 page

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

LESSOR: 7201 Wisconsin, LLC

BY: Guardian Realty Management, Inc.
as Agent for Landlord

BY: 
Anthony G. LaBarbera

TITLE: President

DATE: 12/15/10

IN PRESENCE OF:  12/15/10

ADDRESS: 6000 Executive Boulevard #400
N. Bethesda, MD 20852

UNITED STATES OF AMERICA

BY:  CONTRACTING OFFICER, GSA, NCR