

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

JUNE 30, 2010

LEASE NO. GS-01B (1PL)-LRI04757

THIS LEASE, made and entered into this date by and between

One Financial Holdings LLC

whose address is c/o Meritage Properties LLC, 2 Overhill Road Suite 425, Scarsdale NY 10583-5323

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. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of approximately 2,367 Rentable Square Feet (RSF) (2,044 Usable Square Feet USF)), of office and general purpose space on the 15th floor of the building located at One Financial Plaza in Providence RI, (hereinafter the "Building"), and identified on the plans attached hereto as Exhibit A (Floor plan) and Exhibit B (Site plan), and by this reference made a part hereof, together with one (1) reserved structured parking space located on the site, all parking, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration.
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing on the next business day, excluding Saturdays, Sundays and Federal Holidays, following the Delivery of the Leased Premises in full compliance with the terms and conditions of Paragraph 6 hereof (the "Commencement Date"), and ending ten years thereafter, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term"). Upon actual determination of the Commencement Date, and consequently the Lease Term, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date of the Lease and the Government's acceptance of the Leased Premises by execution and delivery of a Supplemental Lease Agreement.
3. THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the seventh (7th) year by giving at least one hundred twenty (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said one hundred twenty (120) day period shall be computed commencing with the day after the date of mailing of the notice by the Government.
4. THE GOVERNMENT SHALL PAY to the Lessor, via Electronic Funds Transfer, commencing on the Commencement Date and in accordance with Paragraph 22 of the General Clauses of the Lease, rent as follows:
Years One through Two: Annual rent of \$75,910.00 calculated at \$32.07 per RSF (\$14.93 Base, \$11.02 Operating & \$6.12 TIA), payable at the rate of \$6,325.83 per month in arrears,
Years Three through Seven: Annual rent of \$83,318.00, payable at the rate of \$6,943.17 per month in arrears, and
Years Eight through Ten: Annual rent of \$79,341.84, calculated at \$33.52 per RSF, payable at the rate of \$6,611.82 per month in arrears to:

One Financial Holdings LLC
c/o Meritage Properties LLC
2 Overhill Road, Suite 425
Scarsdale, NY 10583-5323

Rent for a lesser period shall be prorated on a per diem basis. Rental payments after the First Year are subject to Operating Cost escalations as further described herein and in Paragraph 3.5 of Solicitation for Offers 9R12025 (the "SFO").



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Lessor

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5. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 4 above and at no further cost or expense to the Government, the following:
- (a) The Leased Premises, and all appurtenances, rights and privileges as described in Paragraph 1 hereof;
 - (b) All requirements including, but not limited to, all services, utilities, compliance activities and efforts, alterations, improvements, build out (except for lump sum reimbursable items), and maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers 9RI2025 dated 7.28.09, (hereinafter, the "SFO"), which is attached hereto and by this reference made a part hereof;
 - (c) All construction in accordance with the SFO, including, without limitation, all provisions of the Architectural Finish Section of the SFO and the Approved Government Layout Drawings as further described herein, and attached hereto and made a part hereof, and
 - (d) All provisions and specifications of the Lessor's Best and Final proposal dated 1.20.2010, as submitted in response to the SFO and the Government's request for Best and Final Offers;
 - (e) All services, including, without limitation, construction drawings and specifications, engineering and architectural services, and all permitting and approval requirements as are necessary to effect the construction and delivery of the Leased Premises in accordance with the requirements described herein; and
 - (f) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
 - (g) One (1) on-site structured parking space throughout the entire Lease term, including all renewal periods.

6. IN REFERENCE TO BUILD OUT AND DELIVERY of the Leased Premises, the Lessor agrees to the following:
- (a) In no event shall the Leased Premises be deemed to be ready for occupancy unless the same shall comply fully with all provisions of this Lease, including, but not limited to, the substantial completion of all improvements, requirements and construction in accordance with the specifications contained in this Lease, the SFO and the Approved Government Layout Drawings and Finish and Door Schedules, as referenced in Paragraph 5 above and all documents referenced in such SFO and in this Lease,
 - (b) The phrase "substantial completion" (or "substantially complete") shall mean that all work necessary to deliver the Leased Premises in accordance with each and every requirement and specification of this Lease, and all other appurtenant things necessary for the Government's access to the Leased Premises and the full occupancy, possession, use and enjoyment thereof, shall have been completed or obtained, including, without limitation, all required reviews, approvals, consents and permits (including a final certificate of occupancy for the entirety of the Lease Premises allowing occupancy for each of the uses described in and by this Lease), excepting only such minor matters as do not interfere with or diminish such access, occupancy, possession, use or enjoyment.
 - (c) The Lessor hereby agrees that, as regards delivery of the Leased Premises to the Government ready for occupancy (hereinafter, "Delivery"):
 - (i) Time is of the essence.
 - (ii) Lessor shall effect Delivery on that date 90 calendar days following delivery of the Approved Government Construction Drawings, by the Government to the Lessor (the "Delivery Date"), and no earlier than 60 days.
 - (iii) Except with regard to such "Punch List" items as may be identified in the Acceptance Notice as defined in Paragraph 6(c)(v) hereof, it is a condition precedent to Delivery that all construction required under this Lease shall be substantially complete and comply with the requirements of FAR 52.246.12 and 21 (hereinafter, the "Regulations"), attached hereto and by this reference made a part hereof and all drawings, plans and specifications referenced in Paragraph 1 hereof and that the Leased Premises otherwise fully comply with the requirements of this Lease.
 - (iv) As required by Paragraph 5.9.G. of the SFO, not less than ten (10) calendar days prior to the date on which the Leased Premises will, in the Lessor's reasonable, professional opinion, be ready for occupancy (the "Proposed Readiness Date"), the Lessor shall deliver to the Government written notice of said Proposed Readiness Date. Unless the Contracting Officer determines that the Leased Premises are not ready for inspection, not more than five(5) calendar days following the Proposed Readiness Date, the Government shall commence inspection of all construction required under this Lease for compliance with the Regulations, the plans and all terms and conditions of this Lease (hereinafter, the "Compliance Inspection").
 - (v) Lessor's failure to deliver the entire Leased Premises substantially complete and ready for occupancy, as defined in this Paragraph 6, on the Delivery Date, shall be deemed to be an event of default, excepting permitting delays which shall be an excusable delay.
 - (vi) Government acceptance of the Leased Premises pursuant to the Compliance Inspection is an acknowledgment of the completion of the work inspected, but is not acceptance of conditions which cannot be fairly discovered until after the Government takes full operational occupancy, an acceptance of latent defects

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a waiver of on-going compliance with performance-based specifications, standards and requirements, or a

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certification of compliance with laws, regulations or other approvals or requirements. Lessor shall remain fully responsible for all of these, and shall correct any conditions at its sole cost and expense upon written notice from the Government.

- (vii) Government review of Lessor-prepared and submitted construction drawings and subsequent comments on same does not constitute a deviation from any provision, condition or requirement of this Lease unless specifically identified as such in writing by the Contracting Officer.
- (d) If the Government accepts the Leased Premises as ready for occupancy and the Leased Premises are substantially complete but not fully complete, then the Government will provide to the Lessor a Punch List of Items remaining to be completed for all interior spaces in the Building. Lessor and the Government agree that in the event that the Punch List Items have not been completed within 30 days after the date the Government deems the Leased Premises ready for occupancy, the Government shall have the right to withhold from the payments of rent due a sum of money equal to one and one-half times the estimated cost of completion of the outstanding interior Punch List Items. Upon completion of the Interior Punch List Items, any sums retained by the Government to cover the Interior Punch List Items shall be promptly paid to the Lessor. If Interior Punch List Items are not fully completed within 120 days after the date the Government deems the Leased Premises ready for occupancy, the Government may exercise its rights under Paragraph 4 of the General Clauses of the Lease and may avail itself of any other remedy available at law or in equity.
- (e) Lessor shall promptly notify the Government Contracting Officer of any inconsistency among or between any of the documents referenced herein, and the Contracting Officer shall promptly determine which shall control.
- (f) The Lessor shall provide a tenant improvement allowance of \$77,417.73, amortized over seven (7) years at 8.0% interest. The amortized cost of said allowance is included in the rental consideration and may be subject to further adjustment as described in Paragraph 3.3 of the SFO.

7. THE GOVERNMENT SHALL HAVE THE RIGHT but not the obligation, at its sole option and expense, to remove at any time during the term of this Lease any special equipment installed by Lessor for which Lessor was directly reimbursed by the Government as referenced above, unless such item is a fixture integral to the operation of the Building; in no event shall the following be considered fixtures integral to the operation of the Building: roof antenna(e) and/or dishes, security cameras and monitors.

8. THE GOVERNMENT AT ITS OWN EXPENSE shall be responsible for providing conventional furniture, systems furniture and certain special equipment prior to acceptance and occupancy of the Leased Premises. Outside contractors may be hired by the Government to perform this work. The Lessor shall allow early access to the Leased Premises as needed to inspect, measure, deliver and install such furniture, components, infrastructure and/or equipment at no cost or expense to the Government or its contractors.

Lessor shall provide advance construction scheduling which shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall work closely with the Government and Government contractors to coordinate scheduling of such work or installation at the appropriate stage(s) of construction. In no event shall any such early entry or access be deemed to be an acceptance of the space or the work performed at that point, nor shall any such early entry or access be deemed to in any way to have accelerated the Commencement Date for any purpose. Any delays caused by the Government that affects the Delivery Date shall be deemed a Government delay and not a Lessor delay.

9. TAX ADJUSTMENTS: Referencing Paragraphs 4.2 "Tax Adjustment" and 4.2.B.9 "Percentage of Occupancy" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 0.63 %.

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Lessor

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10. **OPERATING COSTS:** Referencing Paragraph 3.5 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$26,084.34 (\$11.02 per RSF). The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 4.3 of the SFO.
11. **VACANT PREMISES:** Not Applicable.
12. **OVERTIME USAGE:** Referencing Paragraph 4.6 "Overtime Usage" of the SFO, the Government shall pay the Lessor for overtime usage of heating, ventilation and air conditioning ordered in full compliance with the requirements of said Paragraph 7.3, at the rate of \$175.00 per hour.
13. **CHANGE ORDERS:** Unless explicitly authorized in advance and in writing by the Contracting Officer, any additional supplies or services, or any change to the specifications, terms or conditions of this Lease (hereinafter a "Change in Lease Terms"), or any change in work specified under this Lease to be performed by the Lessor (hereinafter, a "Change Order"), shall be deemed to be an unauthorized Change in Lease Terms or unauthorized Change Order. The Government shall not pay all or any portion of the cost, charge or expense associated with any such unauthorized Change in Lease Terms or unauthorized Change Order. The Government's occupant tenant is not authorized to administer this Lease and the General Services Administration assumes no responsibility for any costs incurred by the Lessor except as provided herein. All questions and issues pertaining to this Lease shall be referred to the Contracting Officer.
14. **REPRESENTATIONS AND WARRANTIES OF LESSOR:** The Lessor hereby represents and warrants:
- (a) That it has the right to enter into and perform its obligations under this Lease and that it has taken all necessary action and procured all necessary consents and grants of authority pursuant to entering into this Lease.
 - (b) That no consent, approval or authorization of any person, including any governmental authority or other regulatory agency, is required in connection with the execution or performance of this Lease or the holding or use of the Leased Premises by the Government.
 - (c) That (i) it has, or will have prior to the Commencement Date, all permits, certificates, licenses, orders, registrations, authorizations and other approvals (collectively, the "Permits") from all federal, state and local governmental or regulatory agencies, bodies, authorities or other public or private entities which it is required to hold or which are required to be issued to it, or which are necessary or desirable for lease of the Premises to the Government for its contemplated uses; (ii) that such Permits constitute all of the Permits which it is required to hold or have received under the laws, rules and regulations applicable to it or its business; (iii) that it is in full compliance with all terms, provisions and conditions thereof; and (iv) that all of such Permits are in full force and effect and none will lapse or be terminated, suspended or otherwise adversely affected upon or by reason of the execution and delivery of this Lease.
15. **SATELLITE DISH/ANTENNA:** The Government reserves the right to install additional satellite dishes or antennae at or on the Leased Premises/Building at any time during the term of this Lease, as the same may be extended or renewed. All rights and privileges of the Government to install, use and access satellite dishes, antennas and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to Government, and no additional responsibility of or to the Lessor.
16. **LESSOR SHALL BE RESPONSIBLE** for maintenance, operation, repair, and replacement of all equipment in the Leased Premises, except that Lessor shall not be responsible for equipment installed by or on behalf of the Government and not by the Lessor or otherwise agreed to in writing between the Government and the Lessor, for the entire Lease term so as to keep such equipment in good working order. Lessor or Lessor's employees shall be permitted entry to Government-occupied space upon reasonable advance notice.

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17. CHANGE OF OWNERSHIP: If during the term of this Lease, including extensions, title to this property is transferred to another party by sale, foreclosure, condemnation, or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:

- (a) A certified copy of the deed transferring title to the property from the lessor to the new owner;
- (b) A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease;
- (c) A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
- (d) The new owner's full legal name. If ownership is held in a Corporation, indicate State of incorporation; if a Partnership, list all partners; if a Limited Partnership or Limited Liability Corporation/Company, list all general partners or members and identify under which State the partnership or LLC was created; if a Trust, give names of all trustees and recording date of Trust.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the transferor, and the initial rental payment to the transferee, will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month or later in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the transferor. In this instance, it will be the responsibility of both the transferor and the transferee to submit in conjunction with other requested information, a signed Supplemental Lease Agreement regarding disposition of the monthly rent with respect to the effective date of transfer, the ownership information referenced above in section (d), and a completed 3518 Representations and Certifications. In any instance, failure to submit documentation required for a transfer of title will result in a stop payment of rent until such time all documentation is received by the Contracting Officer.

18 THIS LEASE SHALL NOT BE BINDING on either party until it has been executed by a duly authorized official of the General Services Administration and the duly authorized signatory of the Lessor.

19. ATTACHMENTS The following documents are attached hereto and by this reference made a part hereof:

- (a) SFO 9R12025
- (b) GSA Form 3517A, General Clauses
- (c) GSA Form 3518, Representations and Certifications
- (d) Exhibits as follows:
 - (i) Exhibit A - Floor Plan of One Financial Plaza
 - (ii) Exhibit B - Site Plan of One Financial Plaza
- (e) FAR 52.246.12 "Inspection" and FAR 52.246.21 "Warranty of Construction"

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

LESSOR One Financial Holdings LLC

BY One Financial MM Corp., Its Managing Member

BY

IN PRESENCE OF

(Signature):
Niel Beatty
PRINTED NAME OF WITNESS

Vice President

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

BY

George E Welch

Contracting Officer
(Official title)