

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

06/22/2011

LEASE NO.

GS-03B-11339

THIS LEASE, made and entered into this date by and between Redwood Tower Limited Partnership

whose address is 217 East Redwood Street, Suite 950
Baltimore, Maryland 21202-3376

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:

A total of 12,804 Rentable Square Feet (RSF) (yielding approximately 11,432 ANSI BOMA Office Area Square Feet (ABOA)) and related space located on a portion of the 10th floor of Redwood Tower located at 217 East Redwood Street, Baltimore, MD 21202-3376 together with 4 structured reserved parking spaces as depicted on Exhibits A and B (attached).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See Lease Rider Paragraph 13 through See Lease Rider Paragraph 13, 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 13 at the rate of See Lease Rider Paragraph 13 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Redwood Tower Limited Partnership
217 East Redwood Street, Suite 950
Baltimore, Maryland 21202-3376

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) full year of occupancy by giving at least 90 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 terms and at the following rentals:

One five (5) year period at the annual rental of See Lease Rider Paragraph 13 provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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].* The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

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:

Eighth (8th) Month's Shell Rental Payment of \$14,147.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth (8th) Month's Shell Rent.

Lessor [Signature] Gov't [Signature]

Ninth (9th) Month's Shell Rental Payment of \$14,147.10 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Ninth (9th) Month's Shell Rent

Tenth (10th) Month's Shell Rental Payment of \$14,147.10 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Tenth (10th) Month's Shell Rent

Eleventh Month's Rental Payment shall commence in full.

*subject to adjustment upon determination of actual TI expenditure

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

- A. Rider to Lease GS-03B-11339, pages 3-6
- B. Solicitation for Offers # OMD2068, as amended, pages 7-60
- C. Special Requirements for [redacted] Baltimore Field Office, pages 61-92
- D. GSA Form 3517, "General Clauses" version dated July 2008, pages 93-125
- E. GSA Form 3518, "Representations and Certifications" version dated January 2007, pages 126-132
- F. Exhibit A - Floor Plan, page 133
- G. Exhibit B - Parking Plan, page 134
- H. Exhibit C - Fire Protection & Life Safety Evaluation, pages 135-160

8. The following SFO paragraphs were deleted in part and/or amended: 5.9 B

This lease contains 160 pages

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

LESSOR: [redacted]

BY [redacted] _____ (Signature)

IN PRESENCE OF: [redacted] _____

[redacted] 2 Gannett Drive, Ste 201 White Plains, NY 10604 (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY [redacted] _____ Contracting Officer (Official title)