

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

AUG - 4 2011

LEASE NO.

GS-03B-12001

THIS LEASE, made and entered into this date by and between BPG Office VI Koppers LP

whose address is c/o The Buccini/Pollin Group, Inc.  
322 A Street, Suite 300  
Wilmington, DE 19801-5354

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:

43,444 Rentable Square Feet yielding approximately 41,297 ANSI BOMA Office Area Square Feet and related space located on the First and Second Floors, at 3701 Koppers Street, Baltimore, MD 21227-1024, together with 7 free surface parking spaces, surrounded by fencing, as depicted on Exhibits A and B (attached)

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:

BPG Office VI Koppers LP  
c/o The Buccini/Pollin Group, Inc.  
322 A Street, Suite 300  
Wilmington, DE 19801-5354

4. The Government may terminate this lease in whole or in part effective at any time after the tenth (10<sup>th</sup>) full year of occupancy by giving at least 120 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:~~

~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ 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.

Initials:

CB  
Lessor

JS  
Govt

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 (1st) Month's Rental Payment of \$107,704.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First (1st) Month's Rent.

Second (2nd) Month's Rental Payment of \$107,704.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second (2nd) Month's Rent.

Third (3rd) Month's Rental Payment of \$107,704.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third (3rd) Month's Rent.

Fourth (4th) Month's Shell Rental Payment of \$107,704.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth (4th) Month's Rent.

The fifth (5<sup>th</sup>) 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-12001, pages 3-6
  - B. Solicitation for Offers # OMD2112, pages 7-61
  - C. [REDACTED] Special Requirements, pages 62-95
  - D. [REDACTED] Structured Cable Plant Standards, pages 96-144
  - E. [REDACTED] Computer and Telephone Room Standards, pages 145-156
  - F. Amendment #1 to SFO #0MD2112, pages 157-158
  - G. GSA Form 3517B, "General Clauses" version dated July 2008, pages 159-191
  - H. GSA Form 3518, "Representations and Certifications" version dated January 2007, pages 192-198
  - I. Exhibit A - Floor Plan, page 199-200
  - J. Exhibit B - Parking Plan, page 201
  - K. Exhibit C - Window Renderings, pages 202-203
  - L. Exhibit D - Proposed LEED CI Scorecard, pages 204

8. The following changes were made prior to execution: none.

This lease contains 204 pages

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

LESSOR	[REDACTED] inc.	<i>Christopher F. Buccini</i> Authorized Member c/o The Buccini/Pollin Group
BY	(Signature)	(Signature) 322 A Street, Suite 300 Wilmington, DE 19801
IN PRESENCE OF	[REDACTED]	<i>Michael Turick</i> Vice President, The Buccini/Pollin Group
		(Address) 322 A Street, Suite 300 Wilmington, DE 19801
UNITED STATES OF AMERICA	GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE	
BY	[REDACTED]	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 57.18% 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 43,444 rentable square feet by the total building space of 75,980 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 \$5.22 per Rentable square foot 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 fifteen (15) 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:**

The total annual rent of \$1,292,459.00 breaks down as follows:

**Shell Rent:** \$836,297.00 per year

**Amortized annual cost for Tenant Improvement Allowance\*:**

\$222,433.28 per year

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**Amortized annual cost for Building Specific Security:** \$6,951.04 per year

**Interest rate at which BSS and Tenant Alterations are amortized:**  
6.5%

**Annual Cost of Services:** \$226,777.68 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs."

**Years 11 through 15:**

The total annual rent of \$1,063,074.68 breaks down as follows:

**Shell Rent:** \$836,297.00 per year

**Annual Cost of Services:** \$226,777.68 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs."

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$39.56 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6.5% amortization rate over the firm term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.5% 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.

13. In accordance with Paragraph 3.2 "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 8.0% of Total Subcontractors' costs.
- b) General Contractor's fee charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 4.0% of Total Subcontractors' costs.

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- c) Architectural/engineering fees charged by the Lessor for initial Tenant Improvements are a maximum of \$4.00 per ABOA. The Lessor shall submit final A/E fees to GSA for Government review and approval.
- d) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 0.0% 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 the entire Government leased space is \$65.00 per hour. No Overtime HVAC shall be an additional cost to the Government during the building's normal hours of operation which are Monday – Friday 6:00 AM to 6:00 PM and Saturday 8:00 AM to 12:00 PM.
15. The Government shall be entitled to use of on-site reserved surface parking spaces for a total of seven (7) passenger vehicles, as illustrated on the site plan labeled Exhibit "B", attached hereto and made a part hereof. The cost of these parking spaces is included in the shell rental rate and the shell rate is not subject to any parking rate increases.
16. As part of building shell responsibilities, Lessor shall be responsible for achieving an Energy Star rating of no less than 75 within 18 months of occupancy by the Government.
17. The Lessor shall make any necessary alterations to ensure that the building is in full compliance with ABAAS, prior to the acceptance of space.
18. Prior to acceptance of Government leased space, Lessor shall complete the installation of twenty-three (23) new exterior windows on the 2<sup>nd</sup> floor of the building as shown in "Exhibit C" to this lease. Windows shall be energy efficient, weather tight, and meet all standards described in the Lease. The dimensions of the new windows shall be approximately 4'-2" in length, and 5'-4" in height and shall be reasonably similar to the rendering set forth in "Exhibit C" to the lease.
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"

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C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

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