

This Lease is made and entered into between

Lessor's Name Merritt-094, LLC

(Lessor), whose principal place of business is **2066 Lord Baltimore Drive
Baltimore, MD 21244-2501**

and whose interest in the Property described herein is that of Fee Owner, and The United States of America (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**Curtis Business Center
711 E. Ordnance Road, Suite 705-713
Baltimore, Maryland 21226-1770**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning September 5, 2012, and continuing for a period of **10 Years, 5 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government. Lease Number HSCG84-10-L-5AP001 will terminate on the commencement of this lease.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Scott E. [Redacted]
Title: CEO
Entity name: Merritt - 094, LLC
Date: 9/13/12

FOR THE GOVERNMENT:

Jennifer Kaufmann
Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: September 17, 2012

WITNESSED FOR THE LESSOR BY:

Name: ETHEL BETTANIAN JONES
Title: Leasing Representative
Date: 9/13/2012

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SCANNED

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 24,900 rentable square feet (RSF), yielding 23,426 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first (1st) floor and known as Suite(s) 705-713, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. ~~Common Area Factor~~: (INTENTIONALLY DELETED)

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 125 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 125 shall be surface/outside parking spaces. Five (5) of these 125 surface parking spaces shall be marked reserved for Government use. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunication equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease. The location of any new telecommunication equipment placed on the roof of the building by the Government following the commencement of the Lease shall be in a location mutually agreeable to the Lessor and the Government. The Government shall repair any damage caused in connection with the use, repair, maintenance, or removal of any such new rooftop equipment. Any new rooftop equipment installed following the commencement of the Lease shall be removed upon the expiration of the term.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$364,162.95	\$414,585.00
TENANT IMPROVEMENTS RENT ²	\$ 0	\$ 0
OPERATING COSTS ³	\$ 72,163.42	\$ 72,163.42
BUILDING SPECIFIC SECURITY ⁴	\$ 23,138.03	\$ 0
PARKING	\$ 0	\$ 0
TOTAL ANNUAL RENT	\$459,464.40	\$486,748.42

¹Shell rent (Firm Term) calculation: \$14,626.94 per RSF multiplied by 24,900 RSF
²The Tenant Improvement Allowance of \$XX is amortized at a rate of X percent per annum over XX years.
³Operating Costs rent calculation: \$2,898.1293 per RSF multiplied by 24,900 RSF
⁴Building Specific Security Costs of \$90,750.00 are amortized at a rate of 10 percent per annum over 5 years

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

LESSOR: NO GOVERNMENT: JK

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

D. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property, described in the paragraph entitled the Premises
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of gas and electric), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of gas and electric directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor currently provides as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~ (INTENTIONALLY DELETED)

1.05 **TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 365 days' prior written notice to the Lessor. If a portion of the lease is terminated, space must be demised along the straight column line from front to back of building in no less than three (3) bays and the returned space must be deemed marketable by all parties. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (AUG 2011)~~ (INTENTIONALLY DELETED)

1.07 **DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING PLAN(S)		B
SECURITY REQUIREMENTS		C
AGENCY SPECIFIC/SPECIAL REQUIREMENTS		
SECURITY UNIT PRICE LIST		D
GSA FORM 3517B GENERAL CLAUSES		E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		F
SMALL BUSINESS SUBCONTRACTING PLAN		G
AMENDMENTS TO RLP		

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2014)~~ (INTENTIONALLY DELETED)

1.09 **PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 52.86624 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 24,900 RSF by the total Building space of 47,100 RSF.

1.10 ~~ESTABLISHMENT OF TAX BASE (JUN 2012)~~ (INTENTIONALLY DELETED)

1.11 **OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$2.8981293 per RSF (\$72,163.42 /annum).



1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.00 per ABOA SF of Space vacated by the Government, provided GSA relieves the Lessor of janitorial duties over the vacant space.

1.13 ~~HOURLY OVERTIME HVAC RATES (AUG 2014) INTENTIONALLY DELETED~~

1.14 ~~24-HOUR HVAC REQUIREMENT (APR 2014) INTENTIONALLY DELETED~~

1.15 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. The Lessor shall complete the Security upgrades provided in the Security Unit Price List within 120 calendar days of award.

SCANNED