

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE

LEASE NO.

GS-03B-12024

THIS LEASE, made and entered into this date by and between M B C Realty L L C

whose address is Two Hopkins Plaza  
Baltimore, MD 21201-2930

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:  
9,139 Rentable Square Feet yielding approximately 8,308 ANSI/BOMA Office Area square feet and related space located on the 6<sup>th</sup> Floor, at 2 Hopkins Plaza, Baltimore, MD 21201-2930, together with four (4) structured, reserved parking spaces, as depicted on Exhibit 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 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:

MBC Realty, LLC  
2 Hopkins Plaza  
Suite 1110  
Baltimore, MD 21201-2912

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5<sup>th</sup>) full year of occupancy by giving at least ninety (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 (1) five-year period at the annual shell rental of \$15.36 per Rentable Square Foot, plus accrued operating cost escalations

provided notice be given in writing to the Lessor at least ninety (90) 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.

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INITIALS:

LESSOR

&

GOVT

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. In accordance with Form L-101-A, Paragraph VI, Broker Commission and Commission Credit, UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph VI.B, only [redacted] of the Commission will be payable to UGL Services Equis Operations Co. with the remaining [redacted], which is the "Commission Credit", to be credit to the shell rent portion of the annual rental payments due and owing to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of the Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture the 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:

The first six months of full service rent (including Shell Rent, Amortized cost for Tenant Improvement Allowance, Amortized cost for Building Specific Security, and Cost of Services) have been abated. Payment of rent shall commence in the seventh month of the lease term as specified below.

Seventh Month's Rental Payment of \$18,319.14 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Seventh Month's Rent.\*

Eighth Month's Rental Payment of \$18,319.14 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Eighth Month's Rent.\*

Ninth Month's Rental Payment shall commence in full.

NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that which it is provided without consent of the GSA Lease Contracting Officer.

\*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-12024 (Pages 3-6)
- B. Solicitation for Offers # OMD2066 and Amendment #1 (Pages 7-58)
- C. GSA Form 3517B, "General Clauses" version dated (07/08) (Pages 59-91)
- D. GSA Form 3518, "Representations and Certifications" version dated (01/07) (Pages 92-98)
- E. Floor Plan (Exhibit A) (Page 99)
- F. Parking Plan (Exhibit B) (Page 100)

8. The following changes were made in this lease prior to its execution: None.

This lease contains one-hundred and one (100) pages

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

LESSOR: M.B.C Realty, LLC

By: Two Hopkins Plaza, LLC

BY [redacted]

8403 Colesville Rd Silver Spring, MD 20910  
(Address)

IN PRESENCE OF:

[redacted]

8403 Colesville Rd, Silver Spring MD 20910  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY [redacted]

Contracting Officer  
(Official Title)

STANDARD FORM NO. 64  
AUGUST 2003