

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

10/01/2012

LEASE NO.

GS-03B-12055

THIS LEASE, made and entered into this date by and between AT CHARLES BALTIMORE, LLC

whose address is c/o Cornerstone Real Estate Advisors, LLC  
180 Glastonbury Blvd, Suite 200  
Glastonbury, CT 06033-4439

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 21,622 Rentable Square Feet (RSF) (yielding 19,800 BOMA Office Area Square Feet (BOASF)) located on the 11th floor of the building located at 100 South Charles Street, Tower One, Baltimore, MD 21201-2725 to be used for such office and related purposes, together with 43 reserved parking spaces as depicted in Exhibits A and B attached.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 16, 2012 through July 15, 2022, 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 partial months shall be prorated. Rent checks shall be made payable to:

AT Charles Baltimore, LLC  
c/o Cornerstone Real Estate Advisors, LLC  
180 Glastonbury Blvd, Suite 200  
Glastonbury, CT 06033-4439

4. The Government may terminate this lease in whole or in part effective at any time after the tenth (5<sup>th</sup>) full year of occupancy by giving at least 180 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. In the event of a partial termination, the terminated portion of the space must meet the following conditions: 1) it shall have a proportionate share of window line, 2) it shall be separately demised by the Government with the floor renovated to provide a multi-tenant corridor, and 3) it must meet code requirements for separate occupancy.

5. INTENTIONALLY DELETED

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. Additionally, within 90-days of lease award, Lessor shall be responsible for performing a building-wide, complete testing and air balancing of the ventilation system.
- B. Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Studley, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding Paragraph 3 of this SF-2, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Shell Rental Payment of \$40,865.58 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Shell Rent.\*

\*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

NOTE: Commissions and/or credits will be treated as confidential financial information and will refrain from public disclosure or using the information for any other purpose than that for which it was furnished without consent of the GSA Lease Contracting Officer.

7. The following are attached and made a part hereof:
- A. Rider to Lease GS-03B-12055, 6 pages
  - B. Solicitation for Offers # 9MD2302 (redacted), 39 pages
  - C. GSA Form 3517, "General Clauses" version dated November 2011, 48 pages
  - D. GSA Form 3518, "Representations and Certifications" version dated January 2007, 7 pages
  - E. Exhibit A - Floor Plan , 1 page
  - F. Exhibit B - Parking Plan, 1 page
  - G. Exhibit C - Fire Protection & Life Safety Evaluation, 12 pages

This lease contains 114 pages

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

LESSOR: AT CHARLES BALTIMORE, LLC

BY [REDACTED] \_\_\_\_\_  
(Signature)

IN PRESENCE OF: [REDACTED] \_\_\_\_\_  
(Signature) 180 Glastonbury Blvd Ste 200  
Glastonbury CT 06033  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY [REDACTED] \_\_\_\_\_  
Contracting Officer  
(Official title)