

LEASE NO. GS-03P-LMD12197

Standard Lease
GSA FORM L201C (September 2014)

This Lease is made and entered into between

Lessor's Name 36 South Charles Baltimore Partners, LLC

(Lessor), whose principal place of business is **1880 Century Park East, Suite 1016, Los Angeles, CA 90067** 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

**36 South Charles Street
Baltimore, Maryland 21201-2692**

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 on June 10, 2015, and continuing for a period of

10 Years Firm

subject to termination and renewal rights as may be hereinafter set forth. The Lease Term Commencement Date and Rent Commencement Date is June 10, 2015, and the Lease shall expire on June 9, 2025.

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 hereinafter set forth, and the same to be deemed to be the executed Lease to the Lessor.

FOR THE



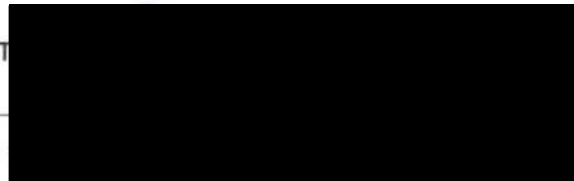
Name: And

Title: Aut

Entity Name: 36 South Charles Baltimore Partners, LLC

Date: 7/15/2015

FOR THE



Name:

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 7/20/2015

WITNESSED FOR THE LESSOR BY:



Name: Charles C. Vusso

Title: Senior Asset Manager

Date: 7/15/2015

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012) MODIFIED

The Government accepts the Premises and tenant improvements in their existing condition, unless otherwise noted specifications or standards are identified in this Lease, including but not limited to Section 1.19 (B)(b). These standards include but are not limited to 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 and Property shall not relieve Lessor of continuing obligations for janitorial services, repairs, and other operation and maintenance requirements set forth in the Lease paragraphs and General Clauses. The Lessor and Government agree that the premises and property are those that were acquired, built and accepted by the government and continually leased by the government under Lease GS-03B-03356 and further described in this lease.

The Premises are described as follows:

A. Office and Related Space: 65,924 rentable square feet (RSF), yielding 54,946 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 3rd, 4th, 5th, 6th and 7th floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **PARAGRAPH HAS BEEN INTENTIONALLY DELETED**

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) MODIFIED

The Government shall have the non-exclusive right to the use of Appurtenant Areas on the floors it occupies, 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: 20 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 20 shall be structured/inside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **PARAGRAPH HAS BEEN DELETED**

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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	\$840,676.03 (ROUNDED)	\$0.00
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00
OPERATING COSTS ³	\$ 644,321.40 (ROUNDED)	\$ 0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00
PARKING ⁵	\$ 52,800.00	\$ 0.00
TOTAL ANNUAL RENT	\$1,537,797.43	\$0.00

¹Shell rent calculation:

(Firm Term) \$12.7522 per RSF multiplied by 65,924

(Non-Firm Term) \$XX per RSF multiplied by XX RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0 percent per annum over 0 years.

³Operating Costs rent calculation: \$9.7737 per RSF multiplied by 65,924 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs described under sub-paragraph H below. Payment schedule is shown in Exhibit C.

B. **PARAGRAPH HAS BEEN INTENTIONALLY DELETED**

C. **PARAGRAPH HAS BEEN INTENTIONALLY DELETED**

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. 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.

F. 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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, and maintenance required for the proper operation of the Property, the Building, and the 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.

H. Parking shall be provided at a rate of \$220.00 per parking space per month (structured/inside) for first year of the lease, to be escalated annually by 2.5%. The parking payment schedule is shown in Exhibit C of this lease.

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

1.05 TERMINATION RIGHTS (AUG 2011) MODIFIED

In the event that the automatic fire sprinkler system as defined in Section 1.19 and 3.14 of the Lease, is not fully installed and operational per the Lessor's permit design documents, and applying commercially accepted standards for substantial completion, by October 23, 2015, such condition shall constitute a default by the Lessor and give rise to rights and remedies as set forth in Paragraph (3) of Clause 10 of the General Clauses of the Lease. The reasonable opportunity to cure any default pertaining to the installation or operation of the automatic fire sprinkler system shall be 30 days. The Lessor agrees that if termination is effected under this section, the Lessor may not institute eviction proceedings for a period of two years following such termination. The Government shall continue to pay rent during such period.

1.06 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	5	A
PARKING PLAN(S)	2	B
PARKING PAYMENT SCHEDULE	1	C
AGENCY SPECIAL REQUIREMENTS	2	D
SECURITY REQUIREMENTS	12	E
PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING	12	F
GSA FORM 3517B GENERAL CLAUSES	47	G
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	H
AUTOMATIC FIRE SPRINKLER SYSTEM INSTALL SCHEDULE	1	I

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$0.00 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of zero percent.

1.09 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED

1.10 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED

1.11 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.12 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED

1.13 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 20.6746% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 65,924 RSF by the total Building space of 318,864 RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013) MODIFIED

For purpose of implementing the terms of Section 2.07, The Real Estate Tax Base will be the Real Estate Taxes for the first full Fiscal Year of the Lease, i.e., July 1, 2015 – June 30, 2016. Notwithstanding anything to the contrary contained in the Lease, tax adjustments will commence at the end of such first full Fiscal Year, e.g., the first tax adjustment will be owed for the July 1, 2016 – June 30, 2017 Fiscal Year.

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$9.7737 per RSF (\$644,321.40/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) MODIFIED

In accordance with Section 2.08 of the Lease, if the Government fails to occupy a full floor of the Premises, or vacates a full floor of the 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 \$1.80 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$ 75.00 per hour for the entire Space.

1.18 ~~24-HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED~~

1.19 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following Building Improvements:

- A. The Lessor shall, at no cost to the Government, re-carpet and re-paint (2 coats) the Government's Space with paint color and carpet selections acceptable to the Government within 180 days of lease award. This work shall include all necessary moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty. Said work shall be conducted during normal business hours. Re-painting of the Space shall be done in accordance first with the Agency Special Requirements and as further defined in "Painting-TI" Lease section (Section 5.10), at Lessor's cost. Re-carpeting of the Space shall be done in accordance first with the Agency Special Requirements and as further defined in "Floor Coverings and Perimeters" Lease section (Section 5.11), at Lessor's cost.
- B. The Lessor shall, at no cost to the Government complete all Fire Protection Engineer recommended corrective actions in Exhibit F - 'Prelease Fire Protection and Life Safety Evaluation for an Office Building':
 - a. Items 1 through 10 and 12 through 14 shall be completed within 180 days of lease award.
 - b. Item 11 (Referenced in Section 3.14 of the Lease), the automatic fire sprinkler system shall be fully installed and operational per the Lessor's permit design documents no later than October 23, 2015. The Lessor's schedule for completion of this work is attached hereto as Exhibit I.
- C. The Lessor shall, at no cost to the Government, and in satisfaction of the requirements as set forth in Section 3.16 (B) (2), complete the following Energy Efficiency Improvements no later than one year after the Lease Award Date of this lease.
 - a. Building Lighting System Upgrades:
 - Install occupancy sensors in all office spaces, bathrooms, hallways and cube areas. Using Dual sensing (PIR rated) occupancy sensors.
 - Replace all stairwell fixtures with dimmable occupancy sensor controlled fixtures that conform to the lighting standards set forth in the Lease.
 - Upgrade garage lighting with 18w LED Tubes and Drivers.
 - b. Replace Building HVAC Pneumatic BAS with Open Protocol DDC BAS controls.
 - Provide and install main control panel with a Tridium JACE7 with expanded memory and (2) Lon cards
 - Provide and install main workstation server PC with Tridium AX Supervisor software.
 - Provide and install new Lonworks network cabling where needed.
 - Provide and install and configure new Distech programmable controllers for all supply, return air temperature, and static pressure controls throughout the Building HVAC Systems.

1.20 HUBZONE SMALL-BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED