AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

(COMMERCIAL AUCTION – MARYLAND)

(NO DUE DILIGENCE PERIOD)

SELLER:

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC

PROPERTY:

AIRPORT SQUARE 10
881 ELKRIDGE LANDING ROAD

AIRPORT SQUARE 20
1199 WINTERSON ROAD
LINTHICUM, MARYLAND

EXECUTION DATE:

NOVEMBER 18, 2015

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AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

This Agreement for Sale and Purchase of Property (this "**Agreement**") is executed by and between Seller, as identified in the Key Terms, and Buyer, as identified in the Key Terms. Buyer and Seller hereby agree that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the Purchase Price set forth in the Key Terms, the Property, as defined in the Defined Terms.

LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS:

BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS" (AS MORE FULLY SET FORTH IN THIS AGREEMENT).

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN THE DEFINED TERMS), AND ALL REFERENCES IN THIS AGREEMENT TO "CLAIMS," "CLAIM," "Claims," or "Claim" SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THIS AGREEMENT, THE CONDITION OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN CONDUCTING ITS INVESTIGATION AND/OR DUE DILIGENCE IN PREPARATION FOR THE PURCHASE OF THE PROPERTY, OBTAINING OTHER ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED AS PROVIDED IN SECTION 11.2 OF THIS AGREEMENT.

BUYER SHALL NOT BE ENTITLED TO A RETURN OF THE DEPOSIT (AS DEFINED IN THE KEY TERMS) IF BUYER BREACHES THIS AGREEMENT.

BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION

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NOTE: THERE IS NO DUE DILIGENCE OR INSPECTION PERIOD WITH RESPECT TO THIS AGREEMENT. BUYER SHALL HAVE NO RIGHT TO TERMINATE THIS AGREEMENT OR RECEIVE A REFUND OF THE DEPOSIT, UNLESS SELLER DEFAULTS HEREUNDER.

ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS.

ANY REFERENCE TO A RETURN OF THE DEPOSIT CONTAINED IN THIS AGREEMENT SHALL MEAN A RETURN OF DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO BUYER UNDER THIS AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT BUYER'S REQUEST. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF ITS DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE BUYER FOR ALL CLAIMS. UPON RETURN OF THE DEPOSIT TO BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT. IF THE SALE TO BUYER CLOSES, THEN BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT EXCEPT AS TO ANY PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE CLOSING.

SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THIS AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS AGREED TO BY BUYER AND SELLER.

BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY LAW:

(A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE;

(B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;

(C) ANY RIGHT TO INVOKE ANY EQUITABLE REMEDY THAT WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY BUYER;

(D) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING SHALL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.2(F) OF THIS AGREEMENT;

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(E) ANY REMEDY OF ANY KIND THAT BUYER MIGHT OTHERWISE BE ENTITLED TO AT LAW OR EQUITY (INCLUDING, BUT NOT LIMITED TO, RESCISSION OF THIS AGREEMENT), EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT;

(F) ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT;

(G) ANY RIGHT TO AVOID THE SALE OF THE PROPERTY OR REDUCE THE PRICE OR HOLD SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS RELATING TO ANY ORDINANCES AND ANY REPAIR COSTS REQUIRED THEREUNDER;

(H) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS;

(I) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR LISTING BROKER OR ANY STATEMENTS, ACTIONS OR CONDUCT OF AUCTIONEER OR SELLER'S AGENT OR LISTING BROKER; AND

(J) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO TENANTS OR OCCUPANTS OF THE PROPERTY OR INCOME, IF ANY, TO BE DERIVED FROM THE PROPERTY OR HAZARDOUS MATERIALS (AS DEFINED IN THE DEFINED TERMS OF THIS AGREEMENT).

THE ABOVE PROVISIONS SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREBY, OR THE EARLIER TERMINATION OF THE AGREEMENT, IF PERMITTED.

SELLER'S INITIALS _____/_____ BUYER'S INITIALS _____/_____

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ARTICLE I

KEY TERMS

The following "**Key Terms**" shall apply to this Agreement:

1.1 "**Seller**": **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company.

"**Seller's Contact Person**": Ed Birsic and Hash Alyawer.

"**Seller's Notice Address**": c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139, Telephone Number: 305-695-5600, Facsimile Number: 305-695-5601, E-mail Address: ebirsic@lnrproperty.com and halyawer@lnrproperty.com.

1.2 "**Buyer**": _____
_____.

Buyer is a(n) ☐ individual, ☐ _____ corporation, ☐ _____ general partnership, ☐ _____ limited partnership, ☐ _____ limited liability company, ☐ other _____ (check one and fill in blank).

"**Buyer's Contact Person**": _____.

"**Buyer's Notice Address**": _____
_____, Telephone Number: _____, Facsimile Number: _____, E-mail Address: _____.

1.3 "**Purchase Price**":

(a) The Winning Bid Amount: $_____

(b) Plus "**Buyer's Premium**" (an additional amount equal to the greater of $20,000 or 5% of the Winning Bid Amount): $_____

(c) Equals the total "**Purchase Price**": $_____

1.4 "**Deposit**": The lesser of (i) ten percent of the Purchase Price or (ii) $1,000,000. Buyer shall be required to deliver the deposit to Escrow Agent by wire transfer no later than twenty four (24) hours after the Execution Date. To the extent that Buyer paid a deposit to Auctioneer when registering to bid (the "**Bidder Deposit**"), Buyer, by execution of this Agreement, authorizes Auctioneer to wire transfer the Bidder Deposit to the Escrow Agent no later than twenty four (24) hours after the Execution Date without further action, consent, instruction or document required from Buyer, in which event the Bidder Deposit shall become part of the Deposit and the Deposit Buyer is required to wire to the Escrow Agent herein shall be reduced by the amount of the Bidder Deposit. The Deposit will be non-refundable (except upon

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a default by Seller, or as specifically provided herein). A portion of the Deposit equal to $100.00 shall be retained by Seller as independent contract consideration for Buyer's rights hereunder (the "**Independent Consideration**") in the event of any termination of this Agreement in accordance with the terms hereof.

1.5 "**Assignment Date**": 5:00 P.M. Eastern Time on November 30, 2015.

1.6 "**Closing Date**": 2:00 P.M. Eastern Time on December 18, 2015; provided, however, Seller shall have the right to extend the Closing Date for up to an additional thirty (30) days by delivering notice to Buyer no less than ten (10) days prior to the initial scheduled Closing Date.

1.7 "**Cooperating Broker**": _____ whose address is _____, Contact Person: _____, Telephone Number: _____, E-mail Address: _____. In the event that there is a Cooperating Broker representing Buyer, the Cooperating Broker shall be entitled to receive a commission as provided for in Article X as total compensation due Cooperating Broker in connection with the sale of the Property to Buyer and shall be earned and due Cooperating Broker only when Closing actually occurs and the Winning Bid Amount is received by Seller.

1.8 "**Listing Broker**": Cushman & Wakefield, whose address is 100 Light Street, Suite 21202, Baltimore, Maryland 21202, Contact Person: Jonathan Carpenter, Telephone Number: 410-347-7543, E-mail Address: jonathan.carpenter@cushwake.com.

1.9 "**Disclosed Brokers**": The Listing Broker and any Cooperating Broker.

1.10 "**County**": Anne Arundel County located in the State.

1.11 "**State**": Maryland.

1.12 "**Interested Person**": The Depositor, the Master Servicer, the Special Servicer, the Trustee, any Certificateholder, or any Affiliate of any such Person (as such terms are defined in the Pooling and Servicing Agreement dated as of March 1, 2007 by and between Greenwich Capital Commercial Funding Corp., as Depositor, Wachovia Bank, National Association, as Master Servicer, Lennar Partners, Inc., as Special Servicer, and LaSalle Bank National Association, as Trustee for the Commercial Mortgage Trust 2007-GG9, Commercial Mortgage Pass-Through Certificates, Series 2007-GG9).

ARTICLE II

DEFINED TERMS

2.1 Definitions. The following "**Defined Terms**" shall have the following meanings when used in this Agreement:

(a) "**Agreement**": This Agreement for Sale and Purchase of Property executed by both Seller and Buyer.

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(b) "**Auctioneer**": Auction.com, LLC, having an office at 1 Mauchly, Irvine, California 92618, Attn: Legal Department, Facsimile Number: 949-452-8168.

(c) "**Bid Package**": All documentation and information provided to or otherwise made available to Buyer prior to execution of this Agreement, by Auctioneer or on the auction's website related to the Property at www.auction.com.

(d) "**Business Day**": Any day, other than a Saturday, Sunday or legal holiday, on which business is conducted by national banking institutions in Miami-Dade County, Florida and in the State.

(e) "**Claims**": Any and all claims, demands, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, orders, curtailments, interest, liabilities, penalties, fines, expenses, liens, judgments, compensation, fees, loss of profits, injuries, death, response costs and/or damages, of any kind whatsoever, whether direct or indirect, known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity.

(f) "**Closing**": The execution and delivery of the Deed, the Bill of Sale and the other instruments and documents to be executed by Seller and/or Buyer regarding the Property and the payment by Buyer to Seller of the Winning Bid Amount and the payment by Buyer to Auctioneer of the Buyer's Premium.

(g) "**Confidentiality Agreement**": The Confidentiality Agreement, Non-Disclosure Agreement, or other similar agreement executed by Buyer and delivered to Seller, which Buyer acknowledges and agrees applies to the Property and the transaction covered by this Agreement.

(h) "**Deed**": The special warranty deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

(i) "**Escrow Agent**": Novare National Settlement Service, LLC at its office located at 320 Commerce Street, Suite 150, Irvine, California 92602, Contact Persons: Alan Petner, Senior Commercial Escrow Officer, and Dennis Chaplin, Vice President, Telephone Number: 714-352-4088, Facsimile Number: 714-388-3882, Email Address: alan.petner@novarenss.com and dennis.chaplin@novarenss.com.

(j) "**Event**": Any fire or other casualty affecting the Property or any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property.

(k) "**Execution Date**": The date set forth on the cover page of this Agreement, which date shall be the date Buyer has executed this Agreement in accordance with Section 13.4.

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(l) "**General Intangibles**": Any and all guaranties, warranties, websites, domain names, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that relate to the Real Property or the Personal Property, if any, but excluding any Claims, or other rights to payment and/or pending or anticipated actions of Seller or any other Seller Group party (i) against any former tenants (and/or guarantors of the leases entered into by such tenants) at the Property and from and/or against any former owners of the Property and/or any former borrowers or guarantors under, arising from or related to any loan held by Seller and/or any other Seller Group party; and (ii) against any insurer or any other party in connection with or relating to any Pre-Existing Insurance Claims or any Proceeds from Pre-Existing Insurance Claims.

(m) "**Government**": The United States of America.

(n) "**Hazardous Materials**": Any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term "**Hazardous Materials**" includes, without limitation, any substance regulated under any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

(o) "**Hazardous Materials Reports**": Any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Land.

(p) "**Intangible Property**": The Leases, and, to the extent the same is assignable by Seller, Seller's interest in the Service Contracts, the Permits, the General Intangibles and any and all rights to the name of the improvements upon the Real Property.

(q) "**Land**": The parcel of real property located in the County and State, as more particularly described on the attached **Exhibit A**. If the legal description is not complete or is inaccurate, this Agreement shall not be invalid provided the identity of the Property can otherwise be determined from this Agreement, in which event the legal description shall be completed or corrected after the Execution Date to meet legal requirements.

(r) "**Leases**": Any and all leases, tenancies, licenses, occupancy agreements, concessionaire agreements and other rights of occupancy or use of any kind of any parties that may have any possessory rights or interest in, of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof).

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(s) "**Net Proceeds**": The Proceeds less any sums reasonably incurred by Seller prior to and/or after Closing to process and resolve a claim with Seller's insurance company or any condemning authority, including but not limited to reasonable attorneys' fees and costs, not to exceed the Purchase Price.

(t) "**Permits**": Any and all licenses, permits, authorizations, certificates of occupancy and other approvals issued by any governmental authority having jurisdiction over the Property or any portion thereof that are in effect for the current use and operation of the Property or any portion thereof.

(u) "**Personal Property**": All tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. "**Personal Property**" does not include property owned by others such as Tenants, parties to Service Contracts or Seller's Property manager. The term "**Personal Property**" shall not include insurance policies, utility deposits or bank accounts.

(v) "**Pre-Existing Insurance Claims**": Any insurance claims made or to be made by Seller or any Seller Group party for any Event occurring prior to the Execution Date relating to the Property or any portion thereof or any loan held by Seller and/or any other Seller Group party.

(w) "**Proceeds**": Any insurance proceeds or condemnation awards payable to Seller on account of any Event.

(x) "**Proceeds from Pre-Existing Insurance Claims**": Any insurance proceeds resulting from any Pre-Existing Insurance Claims, regardless whether such insurance proceeds are received prior to or after Closing.

(y) "**Property**": Collectively, the Real Property, the Personal Property and the Intangible Property.

(z) "**Prorations Date**": The day prior to the Closing Date.

(aa) "**Real Property**": The Land, together with Seller's interest in the buildings and other improvements and fixtures located thereon, together with Seller's interest in all rights of ways, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.

(bb) "**Security Deposits**": The security, utility, key, damage and similar deposits, if any, specified in the Leases (or such lesser amounts as may be reflected in documentation as may be obtained from or on behalf of the Tenant) and which have not been applied by the landlord under such Leases prior to Closing.

(cc) "**Seller Group**": Seller and its member and manager and such member's trustee, master servicer, special servicer and certificate holders, all subsidiaries, parents and affiliates of such member and manager and each of the foregoing parties' past, present, and future officers, directors, shareholders, general partners, limited partners, members, agents, employees,

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representatives, participants, heirs, successors, assigns and attorneys and each and all of the heirs, successors, and assigns of each of the foregoing.

(dd) "**Service Contracts**": Any and all service, maintenance, supply, operating, vendor, employment, travel, cable service, collective bargaining, yellow pages, parking, advertising, offsite rental or equipment contracts, leases or other agreements, however termed, written or oral, affecting the use, ownership, maintenance, or operation of all or any part of the Property (but specifically excluding any Leases and any management agreements).

(ee) "**Tenants**": Those persons or entities holding rights of tenants under Leases, if any.

(ff) "**Title Commitment**": The commitment for issuance of an owner's title insurance policy issued by the Escrow Agent on behalf of the Title Company in favor of Buyer in the full amount of the Purchase Price.

(gg) "**Title Company**": Fidelity National Title Insurance Company at the office selected by the Escrow Agent.

2.2 Other Defined Terms. Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein.

ARTICLE III

CONDITION

3.1 Information Regarding Property. Seller has provided and may in the future provide to Buyer documents and information pertaining to the Property, including without limitation, the Bid Package. All of such information is provided simply as an accommodation to Buyer, and Seller makes no representations as to their accuracy or completeness. Buyer understands that some of the foregoing documents were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.

3.2 Access. Until the Closing Date, provided this Agreement is not terminated to the extent permitted herein, Buyer and Buyer's agents and contractors shall be entitled to enter upon the Property at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, however, Buyer agrees (a) that no invasive testing may be conducted without Seller's prior consent, which may be withheld by Seller in its sole discretion, (b) not to cause any damage or make any physical changes to the Property and (c) not to interfere with the rights of Tenants or others who may have a legal right to use or occupy the Property. Seller or its representative shall have the right to be present to observe any testing or other inspection performed on the Property. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing. Buyer and Buyer's agents and contractors shall maintain at all times during their entry upon the Property, commercial general liability insurance with limits of not less than Two

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Million Dollars combined single limit, bodily injury, death and property damage insurance per occurrence. At Seller's request, Buyer, Buyer's agents and contractors shall each deliver a certificate issued by the insurance carrier of each such policy to Seller prior to entry upon the Property.

3.3 Indemnification. Buyer shall protect, defend, indemnify, save and hold harmless the Seller Group against any and all Claims resulting from, arising from, or occasioned in whole or in part by any act or omission by Buyer, its agents, contractors, employees, representatives or invitees in, upon, or at the Property, or from Buyer's inspection, examination and inquiry of or on the Property. The provisions of this Section shall survive Closing or termination of this Agreement.

3.4 Buyer's Obligations with Respect to Inspections. If Buyer or its agents, employees or contractors take any sample from the Property in connection with any testing, Buyer shall, upon the request of Seller, provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property, but in no event later than ten (10) days after the damage occurs, Buyer shall restore the Property to its condition as of the Execution Date. Buyer shall promptly pay for all inspections upon the rendering of statements therefor and shall not suffer or permit the filing of any liens against the Property. If any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities and other obligations contained in this Agreement. The provisions of this Section shall survive termination of this Agreement.

3.5 Condition of the Property. Buyer hereby acknowledges that prior to the Execution Date Seller provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deemed necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects. Any inspections conducted by Buyer after the Execution Date do not and shall not in any way relieve Buyer of any of its obligations under this Agreement, and the following provisions shall survive Closing:

(a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement and the Deed: (i) Buyer is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" whether known or unknown with respect to all facts, circumstances, conditions and defects, both patent and latent; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer undertook all such inspections and investigations of the Property as Buyer deems necessary or appropriate with respect to the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully

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satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) Seller is not making and has not made any warranty or representation with respect to any materials, any marketing information, or offering memoranda, or pamphlets listing or describing the property, or other data provided by Seller or others on behalf of Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; (vi) prior to the Execution Date, Buyer had full access to the Bid Package and thoroughly reviewed this Agreement and the contents of the Bid Package and freely consulted with persons of Buyer's own choosing regarding the terms and conditions of this Agreement and the Bid Package, including but not limited to consultation with legal counsel of its own choosing; and (vii) by reason of all the foregoing, Buyer is assuming the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE DEED, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE PROPERTY, TAX LIABILITIES, ZONING, LAND VALUE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "**AS IS**" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE DEED, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS OR SELLER GROUP WITH RESPECT TO THE LAND OR THE PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DEED.

(c) WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THIS AGREEMENT AND THE DEED, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH LAND (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS.

(d) BUYER ACKNOWLEDGES AND AGREES THAT NONE OF SELLER GROUP SHALL BE RESPONSIBLE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO MOLD AND/OR OTHER MICROSCOPIC ORGANISMS AT THE PROPERTY INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE OR LOSS OF VALUE AND BUYER HEREBY RELEASES SELLER GROUP

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FROM THE SAME. BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS DISCLOSURE AND RELEASE AND AGREES TO THE PROVISIONS CONTAINED HEREIN.

ARTICLE IV

TERMS OF PAYMENT; CLOSING ADJUSTMENTS

4.1 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) Credit for Deposit. If Buyer fails to deliver the Deposit as and when required by this Agreement, Seller, at Seller's sole discretion, may terminate this Agreement by providing notice to Buyer of such termination and, thereafter, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder. The Deposit is consideration for the rights granted to Buyer to purchase the Property and shall be non-refundable except as otherwise provided herein. If and only to the extent Buyer in its sole discretion and dealing entirely with the Escrow Agent (it being acknowledged by Buyer that Seller shall have no responsibility or liability in connection therewith) supplies Buyer's Taxpayer Identification Number to the Escrow Agent and executes all necessary forms required by the Escrow Agent, the Deposit shall be held in an interest bearing account with a financial institution selected by the Escrow Agent. Any accrued interest shall become a part of the Deposit to be applied or disposed of in the same manner as the Deposit. At Closing Buyer shall receive a credit against the Purchase Price in the amount of the Deposit (less any accrued interest thereon) and the Deposit (less any accrued interest thereon) shall be delivered to Seller. Any accrued interest on the Deposit shall be delivered upon Closing by the Escrow Agent to Buyer by a separate check from the Escrow Agent. Upon execution of this Agreement, Buyer may request from Escrow Agent a closing protection letter from the Title Company in favor of Buyer.

(b) Allocation of Purchase Price. If the Government has a right of first refusal to purchase the Airport 10 Property (as defined in Section 6.1), the Purchase Price shall be allocated pursuant to the following percentages:

Airport Square 10 - 881 Elkridge Landing Road - 42.5% of the Purchase Price
Airport Square 20 - 1199 Winterson Road - 57.5% of the Purchase Price

(c) Payment at Closing. The balance of the Purchase Price, subject to the prorations and adjustments for which provision is herein made, shall be paid by Buyer to the Escrow Agent by wire transfer to Escrow Agent's account at the time of Closing, and the Escrow Agent shall immediately upon Closing disburse pursuant to the Closing Statement. Buyer understands and acknowledges that the purchase of the Property and this Agreement IS NOT contingent on Buyer obtaining financing for the purchase of the Property. Neither Seller nor any entity affiliated with any of Seller Group in any way or for which Seller acts as a conduit for financing has any obligation to finance Buyer's purchase of the Property; provided, however, in the event Buyer elects to submit an application for financing with any entity affiliated with any of Seller Group, such financing application shall be considered independently of this transaction, and neither the submission of the application nor any decision or commitment by any such entity to provide financing to Buyer shall have any effect on Buyer's or Seller's rights and obligations

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hereunder. Wired funds must be received in the Escrow Agent's account prior to 2:00 p.m. Eastern time on the Closing Date for Seller to receive the benefit of such funds. Accordingly, if funds are received after 2:00 p.m. Eastern time on any day, they shall not be deemed received until the following Business Day. If the Escrow Agent does not receive the funds on the Closing Date and Seller elects not to exercise any of its default remedies, Buyer shall pay interest on the Purchase Price from the Closing Date until the funds are deemed to have been received by the Escrow Agent, at the rate of fifteen percent (15%) per annum.

4.2 Prorations; Adjustments; Closing Costs. The following adjustments and prorations shall be computed as of the Prorations Date and the Purchase Price shall be adjusted to reflect such prorations; provided, however, the figures utilized by Seller for the proration of rents, security deposits and other expenses for the Property may be calculated using information from a date prior to the Prorations Date, but in no event more than four (4) Business Days prior to the Prorations Date.

(a) Revenues and Expenses. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date. All revenues and expenses shall be prorated as of the Prorations Date. If, as of Closing, any rent is in arrears for the calendar month in which Closing occurs but not for prior periods, Seller shall be entitled to a credit for same at Closing. With respect to any delinquent rents or other revenue, Buyer shall use reasonable efforts to collect the same after the Closing, but in no event shall Buyer be required to take legal action. All such collections in excess of the credit to Seller at Closing, less costs of collection, including reasonable attorney fees, shall be remitted by Buyer to Seller promptly after receipt, but in any event not later than ten (10) days after receipt. The foregoing shall not, however, prohibit or restrict Seller from attempting to collect in any lawful manner after the Closing any such delinquent rent or other revenue directly from the Tenant or other party owing such amounts, except for any amount for which Seller was given a credit at Closing. In any event the first monies collected from Tenants or other parties shall be applied to the current rents, and second to the rents and other revenues delinquent as of the Closing Date until the delinquency has been cured. The provisions of this Section shall survive Closing.

(b) Security Deposits; Lease Prepayments; Lease Obligations. Buyer shall receive credits against the Purchase Price at Closing for any (i) Security Deposits, and (ii) prepaid rents paid to Seller by the Tenants.

Pursuant to the Leases (or related brokerage contracts), Seller is obligated to pay leasing commissions, tenant improvement allowances, construction costs and other costs and expenses relating thereto in the amount of $361,866.00 for Airport Square 10 and $1,064,350.00 for Airport Square 20 (collectively, the "**Lease Obligations**"). Buyer shall assume and be responsible as of Closing for all Lease Obligations of Seller as landlord under the Leases, and to the extent Seller has made or does make (either prior to or after the Execution Date) payment for any or all of such Lease Obligations prior to Closing, Buyer shall reimburse Seller at Closing for all such payments. The provisions of this Section shall survive Closing.

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(c) Taxes and Assessments; Pending and Certified Liens. Taxes and assessments for the year of Closing shall be prorated as of the Prorations Date upon the amount of such taxes for the year of Closing (using any maximum discount available) if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes for the preceding year (using any maximum discount available). If any tax proration shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes, at the request of either party, shall be reprorated and adjusted between the parties, on the basis of the tax bills for the year of Closing when received (using any maximum discount available). Notwithstanding state or local customs for the proration of the taxes and assessments that provide for a different manner of calculation of taxes and assessments, it is the intent of Buyer and Seller that the taxes and assessments shall be prorated to reflect that the Seller pays taxes and assessments for the period of Seller's ownership of the Property and Buyer pays taxes and assessments for Buyer's period of ownership of the Property and in the event any taxes or assessments have been prepaid by Seller for any period of time of Buyer's ownership, Seller shall be entitled to a credit at Closing for such overpayment. To the extent that (i) Seller and/or Buyer complete any tax appeal which results in savings for periods prior to but not after Closing, Seller shall be entitled to retain all savings and shall be responsible for all costs of such appeal for periods prior to but not after Closing, and/or (ii) Seller or Buyer completes any tax appeal which results in savings for periods prior to and after Closing, the parties agree to reprorate any such taxes and to share in the costs of such appeal, including attorneys' fees and costs, based on the parties' prorata ownership of the Property for such tax period. City/County, public liens and/or similar liens (collectively, "**Public Liens**"), if any, certified or for which the work has been substantially completed on the date of Closing and for which payment is due in full as of the Closing, shall be paid by Seller. Any Public Liens for which an installment payment is due and/or for which the owner of the Property has the right to make installment payments on an annual basis (as opposed to being paid in a lump sum), shall be prorated for the year of Closing. Buyer shall assume all obligations for any other Public Liens from and after Closing. Other assessments not included on the regular property tax bills, license fees for transferred licenses, and state or municipal fees and taxes for the Property for the applicable fiscal period during which Closing takes place shall be adjusted as of the Prorations Date on the basis of the most recent ascertainable assessments and rates, and shall be re-prorated as necessary pursuant to Section (f) below. The provisions of this Section shall survive Closing.

(d) Utility Charges. To the extent possible: (i) Seller and Buyer shall request that all electric, water, sewer, gas, fuel, waste collection and removal and other utility companies read the meters as of the Prorations Date; (ii) Seller shall be responsible for all such utility charges incurred through the Prorations Date; (iii) Buyer shall make application to the various companies for the continuation of such services and the establishment of the required accounts in the name of Buyer effective from and after the Closing Date; (iv) all prepaid deposits for utilities shall be refunded to Seller at the time of Closing by the utility companies; and (v) it shall be Buyer's responsibility to make any utility deposits required for the continuation of such services from and after the Closing Date. If and only if any utility companies will not read the meters as of the Prorations Date, the expenses for those utility companies shall be prorated as of the Prorations Date. It shall be assumed that utility charges were incurred uniformly during the billing period in which the Closing occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated based upon the latest known bills.

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(e) Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

(f) Reproration and Post-Closing Adjustments. In the event that any adjustments or prorations cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties hereto agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. With respect to any rents, receipts and pass-throughs for operating expenses and taxes not billed and paid by a Tenant under a Lease on a monthly basis that remain unpaid as of the Closing Date, the parties hereto agree to apportion or adjust such rents, receipts and pass-throughs as and when such sums are paid by the Tenant. In the event of any omission or mathematical error on the Closing Statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive Closing for a period of twelve (12) months.

4.3 Costs and Expenses. Regardless of State or local custom, Buyer shall pay all escrow fees of the Escrow Agent/Title Company, all costs of recording, all documentary stamp taxes, surtaxes, transfer taxes and recording taxes on the Purchase Price, the cost of any title searches, exams and out-of-pocket fees of the Escrow Agent/Title Company, the cost of the title insurance premium for the owner's title insurance policy in the amount of the Purchase Price to be issued to Buyer by the Escrow Agent on behalf of the Title Company, the cost of any extended title insurance coverage, the cost of any title insurance endorsements requested or required by Buyer and the cost of any survey or survey updates or modification obtained by Buyer. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive Closing.

ARTICLE V

TITLE

5.1 Title Commitment. The Title Commitment was included in the Bid Package. The Title Commitment was the basis upon which Buyer reviewed the status of title to the Real Property and in consideration thereof, Buyer agrees to purchase from the Escrow Agent an owner's title insurance policy insuring that the title to the Real Property is vested in Buyer as the fee simple owner of the Real Property in the full amount of the Purchase Price and subject only to the Acceptable Encumbrances (as defined below). Buyer shall take title to the Real Property subject to the following, all of which shall be deemed "**Acceptable Encumbrances**":

(a) Liens for real property taxes and assessments not yet due and payable, subject to any prorations provided for herein;

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(b) The standard printed exceptions contained in owner's title insurance policies, including, without limitation, rights of tenants and/or other occupants of the Property, if any;

(c) Matters that would be disclosed by an accurate survey or personal inspection of the Property;

(d) Zoning and other regulatory laws and ordinances affecting the Property;

(e) Easements, plats, rights of way, limitations, conditions, reservations, covenants, restrictions, and other matters of record;

(f) All matters set forth in the Title Commitment, except for any loan documents held by any of Seller Group, which Seller shall release or cause to be released at Closing; and

(g) Any matters that are approved in writing by Buyer or deemed approved by Buyer in accordance with this Agreement.

5.2 Updated Title Commitment. On or before the Closing Date, Buyer and/or Seller may cause the Escrow Agent to update the Title Commitment. If the updated Title Commitment contains exceptions that do not constitute Acceptable Encumbrances, Buyer may file written objection thereto prior to the completion of the Closing. If Buyer timely and properly files written objection(s) to any such item(s) other than an Acceptable Encumbrance, then Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of sixty (60) days after receipt of notice thereof in which to do so (and if necessary the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection; provided, however, Seller shall be obligated to remove or caused to be removed any monetary liens consented to by Seller after the Execution Date. Any attempt by Seller to remove other title exceptions shall not impose an obligation upon Seller to remove such exceptions. If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) days after Seller notifies Buyer of Seller's unwillingness or inability, either terminate this Agreement or accept title in its then existing condition without reduction of the Purchase Price. If Buyer shall elect to terminate this Agreement, the Deposit, less the Independent Consideration, shall be returned to Buyer, the Independent Consideration shall be delivered to Seller, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the indemnities and obligations of this Agreement which specifically survive termination. If the updated Title Commitment contains no exceptions other than those reflected on the Title Commitment and other Acceptable Encumbrances or if Buyer fails to give written notice of objection(s) to Seller prior to completion of Closing, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

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ARTICLE VI

ESCROW AND CLOSING

6.1 Seller's Condition to Closing. Buyer acknowledges that the Lease for Airport Square 10 - 881 Elkridge Landing Road (the "**Airport 10 Lease**") may subject the sale of the property demised under the Airport 10 Lease (the "**Airport 10 Property**") to the Government's (i) right of first refusal ("**ROFR**") to purchase the Airport 10 Property under the same terms contained in this Agreement relating to the Airport 10 Property and (ii) right to approve the purchase of the Airport 10 Property (the "**Approval**") by Buyer (collectively, the "**Government Rights**"). If required by the Airport 10 Lease, Seller shall, within the time period set forth in the Airport 10 Lease, give the Government notice of this Agreement in connection with the Government Rights. If, on or before ten (10) days after the Government's receipt of such notice from Seller (the "**Exercise Deadline**"), the Government waives the ROFR and gives the Approval or fails to respond to Seller's notice, the Closing will take place as set forth in this Agreement.

If, however, on or before the Exercise Deadline, the Government exercises the ROFR, then, subject to the Buyer Purchase Election with regard to the Airport 20 Property (as defined below), (i) this Agreement shall be terminated; (ii) the Deposit, less the Independent Consideration shall be delivered to Buyer and the Independent Consideration shall be delivered to Seller; and (iii) thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the indemnities and obligations of this Agreement which specifically survive termination If the Government timely exercises the ROFR, Buyer shall have the right, in its sole discretion, to purchase the property demised under the lease for Airport Square XX - 1199 Winterson Road (the "**Airport 20 Property**") by giving Seller written notice of its election to purchase the Airport 20 Property (the "**Buyer Purchase Election**") no later than three (3) Business Days after Buyer's receipt of notice from Seller of the Government's exercise of the ROFR. If Buyer timely makes the Buyer Purchase Election, this Agreement shall remain in full force and effect as to the Airport 20 Property and the Closing will take place as set forth herein solely as to the Airport 20 Property, with the purchase price for the Airport 20 Property to be calculated as provided in Section 4.1(b) above, the Deposit, less the Independent Consideration shall not be delivered to Buyer and shall instead be applicable to the Buyer's purchase of the Airport 20 Property.

If, on or before the Exercise Deadline, the Government waives or fails to respond to the ROFR and elects not to give the Approval, then, subject to the Seller Sale Election with regard to the Airport 20 Property, (i) this Agreement shall be terminated; (ii) the Deposit, less the Independent Consideration shall be delivered to Buyer and the Independent Consideration shall be delivered to Seller; and (iii) thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the indemnities and obligations of this Agreement which specifically survive termination. If the Government waives or fails to respond to the ROFR and elects not to give the Approval, Seller, in its sole discretion, shall have the right to require Buyer to purchase the Airport 20 Property (the "**Seller Sale Election**") by giving Buyer written notice of its election to require the Buyer to purchase the Airport 20 Property no later than three (3) Business Days after Seller gives Buyer written notice of the Government's election not to give the Approval. If Seller timely makes the Seller

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Sale Election, this Agreement shall remain in full force and effect as to the Airport 20 Property, the Closing will take place as set forth herein solely as to the Airport 20 Property, with the purchase price for the Airport 20 Property to be calculated as provided in Section 4.1(b) above, the Deposit, less the Independent Consideration shall not be delivered to Buyer and shall instead be applicable to the Buyer's purchase of the Airport 20 Property.

6.2 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.3 Time and Place. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Escrow Agent prior to or on the Closing Date; provided, however, that pursuant to Section 5.2 Seller at Seller's option may extend the Closing Date for purposes of curing objections to the status of title that were timely and properly raised by Buyer. Buyer acknowledges that Seller may at Seller's option use closing proceeds to satisfy any mortgage or lien on the Property.

6.4 Seller's Deposit of Documents. At or before Closing, Seller shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:

(a) an executed Deed with respect to the Real Property, in the form of **Exhibit B** hereto, together with any State, County and local transfer tax declarations and forms required to be executed by Seller.

(b) an executed Affidavit in the form of **Exhibit C** hereto.

(c) an executed Bill of Sale (without warranties) with respect to the Personal Property, if any, in the form of **Exhibit D** hereto.

(d) two counterparts of an executed Assignment and Assumption Agreement with respect to the Intangible Property, in the form of **Exhibit E** hereto, together with originals or copies of any Leases, Service Contracts and Permits, to the extent in Seller's possession (which such Leases, Service Contracts and Permits shall be delivered at Seller's Property manager's office). To the extent any Service Contract requires a specific written assignment and/or assumption agreement with respect to such Service Contract, a specific executed assignment and/or assumption agreement with respect to such Service Contract in the form required by the Service Contract or the vendor under such Service Contract.

(e) an executed form letter to advise all Tenants under Leases, if any, in the form of **Exhibit F** hereto, of the sale to Buyer ("**Notice to Tenant**") and an executed form letter to advise all contractors under Service Contracts, if any, in the form of **Exhibit G** hereto, of the sale to Buyer ("**Notice to Service Contractor**").

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(f) an executed Certificate of Non-Foreign Status in the form of **Exhibit H** hereto.

(g) three counterparts of executed Novation Agreements with respect to the Leases (one for each Lease that requires same), in the form of **Exhibit J** hereto, subject to any comments to such form by the Government received prior to Closing ("**Novation Agreement**").

(h) to the extent any declaration of restrictions, easements and agreements ("**REA**") requires a specific written assignment and/or assumption agreement with respect to such REA, an executed assignment and/or assumption agreement with respect to such REA in the form required by the REA.

(i) an executed combined Buyer - Seller Closing Statement prepared by the Escrow Agent reflecting all financial aspects of the transaction ("**Closing Statement**").

(j) all plans, specifications, Permits and keys in Seller's actual possession with respect to the Property (which shall be delivered at Seller's Property manager's office).

(k) an executed Certificate of Assistant Secretary of Seller's manager, certifying copies of the Articles of Organization of Seller as filed with the Secretary of State of its state of organization and the executed Operating Agreement/Limited Liability Company Agreement of Seller and general resolutions of Seller's manager approving the sale of properties and containing incumbency language as to the signatory of the Closing documents for Seller.

(l) an executed Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence.

6.5 Buyer's Deposit of Documents. At or before Closing Buyer shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:

(a) cash to close in the amount required by Section 4.1 hereof.

(b) any State, County and local transfer tax declarations and forms required to be executed by Buyer.

(c) two counterparts of an executed Assignment and Assumption Agreement, in the form of **Exhibit E** hereto. To the extent any Service Contract requires a specific written assignment and/or assumption agreement with respect to such Service Contract, a specific executed assignment and/or assumption agreement with respect to such Service Contract in the form required by the Service Contract or the vendor under such Service Contract.

(d) three counterparts of executed Novation Agreements (one for each Lease that requires same).

(e) to the extent any REA requires a specific written assignment and/or assumption agreement with respect to such REA, an executed assignment and/or assumption agreement with respect to such REA in the form required by the REA.

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(f) an executed Closing Statement.

(g) an executed Certificate of Buyer that all of Buyer's warranties and representations remain true as of Closing in the form of **Exhibit I** hereto.

(h) evidence reasonably satisfactory to Seller and the Escrow Agent reflecting that all documents executed by Buyer at Closing were duly authorized and executed, including, without limitation, an executed Corporate Resolution, Partnership Certificate or Limited Liability Certificate of Buyer authorizing Buyer to consummate the transaction contemplated hereby and to perform all of Buyer's obligations hereunder (if Buyer is a corporation, partnership or limited liability company).

(i) a current Certificate of Good Standing from the Secretary of State in which Buyer is organized (if Buyer is a corporation, limited partnership or limited liability company) (if other than the State, a certificate of the Secretary of the State authorizing Buyer to do business in the State will also be required).

(j) a paid receipt from Cooperating Broker, if applicable, in accordance with Article X.

6.6 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Escrow Agent is hereby designated as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Escrow Agent shall confirm its status as the "**Reporting Person**" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.

6.7 Possession. Possession of the Property, subject to any and all Leases, shall be surrendered to Buyer at Closing.

6.8 Tenant and Service Contractor Notices. Immediately after Closing, Buyer shall deliver to all Tenants, if any, a copy of the Notice to Tenant and all vendors under Service Contracts, if any, a copy of the Notice to Service Contractor, which obligation shall survive Closing.

6.9 Novation with the Government. Immediately after Closing, Buyer shall deliver to the Government all documents and materials required by the Government, including, without limitation, the original Novation Agreements executed by Seller and Buyer, a copy of the Deed executed by Seller, an original Assignment and Assumption Agreement executed by Seller and Buyer, an attorney opinion letter on behalf of Seller and Buyer stating that the transfer of the Government Leases to Buyer was properly affected under State law, Buyer's formation documents as issued by Buyer's state of formation, Buyer's authority documentation authorizing this transaction, Property balance sheets, and the original Certificate of Secretary, all to enable the Government to recognize Buyer as the successor in interest to Seller under the Leases. Buyer shall use commercially good faith efforts to obtain the Government's execution of the Novation

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Agreements as soon as reasonably possible after Closing. Seller and Buyer shall each use commercially reasonable efforts to ensure that the Government begins to make rental payments directly to Buyer promptly after Closing. The provisions of this Section shall survive Closing.

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Release. Without limiting Section 3.5, Buyer acknowledges that Seller is not in any manner responsible to Buyer for the presence of any Hazardous Materials at, on, in, under or relating to the Property, if any. Buyer hereby specifically releases the Seller Group from any and all Claims relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE SELLER AND OF BUYER'S RIGHT TO CAUSE ANY OF SELLER GROUP TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL "**CERCLA**", "**RCRA**", AND "**SARA**" ACTS. The acknowledgments of Buyer and the release contained in this Section of this Agreement shall survive Closing or termination of this Agreement.

7.2 Indemnification Without limiting the provisions of Section 3.3 and Section 3.5(c), Buyer hereby indemnifies and agrees to defend, protect, save and hold Seller Group harmless from and against any and all Claims paid, incurred or suffered by, or asserted against Seller, with respect to or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Material from, the Property from and after the Closing Date. The foregoing indemnification includes (a) all foreseeable and unforeseeable consequential damages to the maximum extent permitted by law; (b) the costs of any required or necessary repair, remediation, or decontamination of the Property; and (c) any fines and penalties that may be imposed. This agreement to defend, indemnify, protect, save and hold harmless shall survive Closing and shall be in addition to any other obligations or liability that Buyer may have to Seller Group at common law or by statute or otherwise.

7.3 Confidentiality of Hazardous Materials Reports. Unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information, received or completed by Buyer in Buyer's independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall promptly after receipt provide copies thereof to Seller; and (b) Buyer may disclose same to its consultants if Buyer first obtains the agreement in writing of such

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consultants to keep such Hazardous Materials Reports and related documentation confidential. Unless and until the Closing actually occurs, neither the contents nor the results of any test, report, analysis, opinion or other information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval unless and until Buyer is legally required to make such disclosure. The provisions of this Section shall survive the termination of this Agreement.

ARTICLE VIII

WARRANTIES AND REPRESENTATIONS

8.1 Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) if Buyer is an entity, Buyer is duly organized and in good standing under the laws of the state in which it is organized and duly authorized to conduct business in the State or if Buyer is an individual, Buyer is an individual, provided however, in the event that Buyer assigns this Agreement to an entity pursuant to the terms of Article IX of this Agreement, any such entity shall be duly organized and in good standing under the laws of the state of its formation and qualified to transact business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound; (f) Buyer is not an Interested Person; and (g) Buyer is not a Non-Qualifying Party (as defined in the Leases). The provisions of this Section shall survive Closing.

8.2 Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is the type of entity specified in the opening paragraph of this Agreement and is duly organized and in good standing under the laws of the State; (c) all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Seller; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other agreement to which Seller may be a party or by which Seller may be bound. The provisions of this Section shall survive Closing.

ARTICLE IX

ASSIGNMENT

9.1 General. Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner, nor may any of Buyer's rights hereunder or any ownership interest in Buyer be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever except, however, that Buyer shall have the right to assign this Agreement, without

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Seller's consent, to an entity owned and controlled by Buyer; provided, however, any such assignment shall be binding on Seller only to the extent Buyer provides Seller with written intent to so assign, specifically naming the assignee and providing the signature block for the assignee, no later than the Assignment Date. If Buyer assigns this Agreement pursuant to the terms hereof: (a) the assignee shall be liable (jointly and severally with assignor) for all of Buyer's obligations hereunder; (b) the assignor (i.e., the original Buyer hereunder) shall remain obligated (but jointly and severally with assignee) with respect to all of Buyer's obligations hereunder; and (c) the assignor and any assignee shall execute such instruments of assignment and assumption in form reasonably acceptable to Seller in confirmation of the provisions hereof.

9.2 Exception; Like Kind Exchange. Seller acknowledges that Buyer has entered or may enter into an exchange agreement (the "**Exchange Agreement**") with a qualified intermediary (the "**Qualified Intermediary**") to effect a like kind exchange in accordance with the Internal Revenue Code of 1986, as amended. Buyer has designated or may designate the Property as property to be received in exchange for property previously sold pursuant to the Exchange Agreement. If Buyer so designates the Property, Buyer shall provide Seller with notice of same no later than five (5) Business Days prior to Closing. Notwithstanding anything contained in this Agreement to the contrary, Seller shall cooperate in a simultaneous or deferred exchange by transferring the Property to the Qualified Intermediary upon Buyer's assignment to the Qualified Intermediary. The assignment may take effect only simultaneously with the Closing under this Agreement, and in no event shall Buyer be relieved of any liability under this Agreement by reason of the assignment to the Qualified Intermediary and in no event shall the Qualified Intermediary have any right to enforce this Agreement that Buyer would not have if there had been no assignment. Seller shall not be required to bear any escrow, title, or other expenses in excess of that Seller would bear if there were no exchange, nor shall Seller be required to expend any sums of money in connection with the exchange. Seller shall not be required to execute any document creating personal liability or assume or be exposed to any liability in connection with an exchange, nor shall the Closing Date be extended to consummate an exchange. In no event shall Seller be required to take title to any property other than the Property, and in no event shall Seller be responsible for any tax consequences to Buyer or any other party in connection with an exchange. Buyer agrees and covenants to defend, indemnify, protect, and save harmless Seller from any liability, damages, loss, cost and expenses (including reasonable attorneys' fees) of whatsoever kind and nature arising out of any exchange. The provisions of this Section shall survive the Closing and termination of this Agreement.

ARTICLE X

BROKERAGE

Buyer represents and warrants to Seller that Buyer has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction other than the Auctioneer and the Cooperating Broker, if any set forth in the Key Terms, and that Buyer has not taken any action which would result in any real estate broker's finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Seller represents and warrants to Buyer that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or party in connection with this transaction other than the Auctioneer and the Listing Broker, and that Seller has not taken any

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action which would result in any real estate broker's, finder's, or other fees or commissions being due and payable to any other party with respect to this transaction. Each party hereby indemnifies, protects, defends and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting to the other party from a breach of the representation and warranty made by such party herein. Seller agrees to pay the Listing Broker a commission or fee in accordance with a separate agreement by and between Seller and the Listing Broker which commission or fee shall be paid only if, as and when Closing actually occurs and the Winning Bid Amount is received by Seller. Seller shall cause the Listing Broker to deliver in escrow to the Escrow Agent prior to Closing an executed receipt acknowledging that the Listing Broker has been paid in full for all commissions due with respect to this transaction and that the Listing Broker has no recourse against Seller with respect to this transaction, which such receipt shall be released from escrow upon Closing and payment of the commission to the Listing Broker by the Escrow Agent. Buyer agrees to pay the Cooperating Broker a commission or fee in accordance with a separate agreement by and between Buyer and the Cooperating Broker. Buyer shall cause the Cooperating Broker to deliver in escrow to the Escrow Agent prior to Closing an executed receipt acknowledging that the Cooperating Broker has been paid in full for all commissions due with respect to this transaction and that the Cooperating Broker has no recourse against Seller with respect to this transaction, which such receipt shall be released from escrow upon Closing and payment of the commission to the Cooperating Broker by the Escrow Agent. Any such commission or fee due Disclosed Brokers shall be based solely on the Winning Bid Amount, exclusive of the Buyer's Premium.

ARTICLE XI

DEFAULT

11.1 Buyer's Default. If Buyer shall fail to close the transaction contemplated hereby as and when required or if Buyer shall otherwise be in default of its obligations hereunder prior to Closing, the Deposit shall be paid over to Seller as agreed and liquidated damages and not as a penalty, it being acknowledged by Buyer and Seller that in such event Seller will suffer substantial damages but such damages are incapable of exact ascertainment. After payment to Seller of the Deposit, neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the indemnities and obligations of this Agreement which specifically survive termination. If subsequent to Closing Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and remedies provided herein, shall be entitled to any and all remedies available at law or in equity.

11.2 Seller's Default. If this transaction shall not be closed because of default of Seller, the Deposit shall be returned to Buyer on demand and Seller shall reimburse Buyer for Buyer's reasonable out of pocket expenses incurred by Buyer solely in connection with this Agreement (not including any fees, charges, or expenses of any kind for any financing being procured by Buyer), not to exceed $10,000 (the "**Expenses**"). In no event shall Buyer be entitled to other damages (including, without limitation, consequential or punitive damages) or have the right to seek or obtain specific performance of this Agreement and Buyer specifically waives any and all right to file or record any lis pendens or other lien or encumbrance against the Property. Buyer agrees that the Property is not unique and that in the event of Seller's default or material

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breach of the Agreement, Buyer can be adequately and fairly compensated solely by receiving a return of the Deposit and the Expenses. Upon return of the Deposit and the Expenses, the Agreement shall be terminated, and neither party shall have any further rights or obligations hereunder except with respect to the provisions hereof which specifically survive termination.

11.3 No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive Closing, except as specifically set forth herein. The provisions of this Section shall survive Closing.

ARTICLE XII

NO JOINT VENTURE

Buyer acknowledges and agrees that neither Seller nor any other member of the Seller Group is a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller and Seller Group bear and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive Closing.

ARTICLE XIII

MISCELLANEOUS

13.1 Confidentiality Agreement. The Confidentiality Agreement shall remain in full force and effect according to its terms during the pendency of this Agreement, and, from and after the Execution Date, the terms and the provisions of the Confidentiality Agreement shall also apply to "**Confidential Information**" (as defined in the Confidentiality Agreement) provided in connection with this Agreement. The provisions of this Section shall survive Closing or any termination of this Agreement.

13.2 Risk of Loss.

(a) Seller shall retain all rights with respect to any Pre-Existing Insurance Claims and any Proceeds from Pre-Existing Insurance Claims.

(b) Seller agrees to give Buyer prompt notice of any Event occurring after the Execution Date.

(c) If after the Execution Date and prior to Closing, (i) any Event shall occur which would cost an amount, greater than, or equal to, fifteen percent (15%) of the Purchase Price to repair or which would materially interfere with the present use of such Property, Buyer shall have the right to terminate this Agreement by giving notice to Seller within ten (10) days after Buyer has received notice from Seller or otherwise learns of the Event or (ii) any Event shall occur which would cost an amount greater than or equal to fifty percent (50%) of the Purchase Price to repair, Seller shall have the right to terminate this Agreement by notice thereof delivered to Buyer within ten (10) days after the Event. Upon such termination, the Deposit, less the Independent Consideration, shall be returned to Buyer, the Independent Consideration shall be delivered to Seller, and neither party shall have any further rights or obligations hereunder

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except with respect to the provisions hereof which specifically survive termination. If Buyer or Seller does not so timely elect to terminate this Agreement, Seller shall not be obligated to repair the Property, Closing shall take place as provided herein and at Closing Seller shall assign to Buyer all interest of Seller in and to the Net Proceeds.

(d) If, after the Execution Date and prior to Closing, any Event shall occur which would cost less than fifteen percent (15%) of the Purchase Price to repair or which would not materially interfere with the present use of the Property, Buyer may not terminate this Agreement, Seller shall not be obligated to repair the Property, Closing shall take place as provided herein, and at Closing Seller shall assign to Buyer all interest of Seller in and to the Net Proceeds.

(e) At Closing, (i) Buyer shall reimburse Seller for any sums paid by Seller prior to Closing to repair damage caused by the Event and (ii) Buyer shall receive a credit for any Net Proceeds received by Seller prior to Closing. Seller shall retain the exclusive right to process and handle the claim with Seller's insurance company. Seller makes no representation or warranty with respect to the amount of the Net Proceeds, including, without limitation, whether Buyer will be entitled to the actual cash value or the replacement cost of the Property. Seller and Buyer agree to use good faith efforts to cooperate with each other in negotiating and resolving the amount of the Net Proceeds, including, without limitation, promptly providing any and all materials requested by the insurance company and promptly responding to any and all inquiries from the insurance company. Seller shall not agree to the amount of the Net Proceeds with the insurance company without Buyer's consent. Seller shall retain the right to resolve and retain any Proceeds in excess of the Purchase Price. Any payment by the insurance company shall be disbursed to Seller and/or Buyer in accordance with the provisions of this Section.

(f) The provisions of this Section shall survive Closing.

13.3 Construction. The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean "**including, but not limited to**". The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

13.4 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with

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such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Agreement or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller or Auctioneer.

13.5 Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive Closing.

13.6 Governing Law. The laws of the State (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

13.7 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.

13.8 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. Any notice given by Seller's attorney shall be deemed notice given by Seller. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile, on (i) the Business Day sent provided that electronic or telephonic confirmation of receipt from the receiving facsimile machine is received within business hours on that Business Day (unless a different time period is provided herein), or (ii) the next Business Day if sent on a day other than a Business Day and/or said confirmation is received after business hours on the Business Day sent or received on a day other than a Business Day; (c) if sent by email on (i) the Business Day sent so long as such email notice is sent within business hours on that Business Day (unless a different time period is provided here) or (ii) the next Business Day if sent after business hours on the Business Day sent or sent on a day other than a Business Day, and in either case such email notice is followed by notice pursuant to provisions (a), (b) or (d) of this Section or the party to whom such email notice is given acknowledges receipt; or (d) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

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TO SELLER: To the attention of the Seller's Contact Person in the Key Terms to the Seller's Notice Address in the Key Terms

WITH A COPY TO: Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131-3456
Attn: Nikki J. Nedbor, Esq. and Marjie C. Nealon, Esq.
Telephone No: 305-350-2387 and 305-350-2391
Facsimile No: 305-351-2244 and 305-351-2243
E-mail Address: nnedbor@bilzin.com and mnealon@bilzin.com

TO BUYER: To the attention of the Buyer's Contact Person in the Key Terms to the Buyer's Notice Address set forth in the Key Terms

13.9 Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

13.10 Recording. This Agreement shall not be recorded and Buyer agrees that recording same constitutes a default by Buyer.

13.11 Exhibits. The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

13.12 Time of the Essence. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

13.13 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

13.14 Back-Up Contract(s). Buyer understands that Seller may negotiate with other parties and may enter into back-up contracts for the sale of the Property. The back-up contracts will be subject and subordinate to this Agreement so long as this Agreement is in full force and effect and Buyer is not in default hereunder.

13.15 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, shareholders, employees, agents, representatives, trustees, partners, members, certificate holders, or other principals of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment

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against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this paragraph shall apply equally and inure to the benefit of all of Seller Group. The provisions of this Section shall survive termination and Closing.

13.16 Auction/Sale Process. None of Seller Group, Auctioneer, or Listing Broker is making any representation or warranty as to the manner in which the sale process will be managed. Seller may select the winning bid in its sole and absolute discretion. No obligation to sell shall be binding on Seller unless and until a written contract of sale or purchase agreement is signed and delivered by Seller. Seller may rescind any oral, website or internet acceptance of a winning bid prior to the execution and delivery of this Agreement, for any or no reason, including, but not limited to the receipt of a subsequent higher bid or offer to purchase whether such higher bid or offer to purchase was received pursuant to the Auction Terms and Conditions or otherwise.

13.17 Brochure. Buyer represents and warrants that Buyer has received, read and accepts the terms and conditions pertaining to the sale of the Property which may be set forth in the Auction Brochure (the "**Brochure**"), other advertising materials, or on the auction's website at www.auction.com. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the auction set forth in the Brochure or otherwise in any advertising or on the auction's website, the terms and conditions of this Agreement and any Exhibits or Addenda hereto, if any, shall control and prevail in all respects. Buyer acknowledges that neither Seller Group nor Auctioneer makes any representation or warranty whatsoever in connection with any terms, conditions or other provisions contained in the Brochure, any advertising or on the auction's website.

13.18 Legal Counsel and Joint Authorship. Each of Buyer and Seller has received independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and the documents which, under the terms of this Agreement, are to be executed and delivered by Seller or Buyer or both at Closing (the "**Closing Documents**") or waived its right to do so. Buyer hereby acknowledges that Seller's counsel is not representing the Buyer or any interests of Buyer in connection with this Agreement or any other matter and that, unless Buyer is represented by counsel, Buyer has made the informed decision to not consult with an attorney of Buyer's choice prior to the execution of this Agreement. In the event of any dispute or controversy regarding authorship of this Agreement or the Closing Documents, Buyer and Seller shall be conclusively deemed to be the joint authors of this Agreement and the Closing Documents and no provision of this Agreement or the Closing Documents shall be interpreted against Buyer or Seller by reason of authorship.

13.19 Prohibited Persons. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("**EO13224**"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("**OFAC**") most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website) (iii) who commits, threatens to commit or supports

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"**terrorism**", as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive Closing or termination of this Agreement.

ARTICLE XIV

ESCROW TERMS

The Escrow Agent shall hold the Deposit in escrow on the following terms and conditions:

(a) The Escrow Agent shall deliver the Deposit to Seller or Buyer, as the case may be, in accordance with the provisions of this Agreement.

(b) Any notice to or demand upon the Escrow Agent shall be in writing and shall be sufficient only if received by the Escrow Agent within the applicable time periods set forth herein, if any. Notices to or demands upon the Escrow Agent shall be sent in accordance with Section 13.8 hereof, to the Contact Person and address set forth in the Defined Terms. Notices from the Escrow Agent to Seller or Buyer shall be delivered to them in accordance with Section 13.8 of this Agreement.

(c) If the Escrow Agent shall have received notice signed by either party advising that litigation between the parties over entitlement to the Deposit has been commenced, the Escrow Agent shall, on demand of either party, deposit the Deposit with the clerk of the court in which such litigation is pending. If at any time the Escrow Agent is uncertain of its duties hereunder or if Escrow Agent for any other reason is no longer willing to serve as escrow agent, the Escrow Agent may, on notice to the parties, take such affirmative steps as it may, at its option, elect in order to terminate its duties as the Escrow Agent, including, but not limited to, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the reasonable costs of which shall be borne by whichever of the parties is the losing party. Upon the taking by the Escrow Agent of such action described, the Escrow Agent shall be released of and from all liability hereunder as escrow agent.

(d) The Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed

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by the Escrow Agent to be genuine. The Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so, or is otherwise acting or failing to act under this Section except in the case of the Escrow Agent's gross negligence or willful misconduct.

(e) The terms and provisions of this Article shall create no right in any person or entity other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.

(f) The Escrow Agent has executed this Agreement for the sole purpose of agreeing to act as such in accordance with the terms of this Agreement.

ARTICLE XV

OTHER DISCLOSURES

15.1 Radon. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Listing Broker or Auctioneer as to the presence of radon and that the Buyer has not relied on the Seller's or Listing Broker's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

ARTICLE XVI

LITIGATION

16.1 Attorneys' Fees; Jurisdiction; Venue. In the event of any litigation arising out of or under this Agreement and/or out of Buyer's ownership, development or construction upon the Property, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State and the United States District Courts located in the State in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the County. The provisions of this Section shall survive Closing.

16.2 WAIVER OF JURY TRIAL. TO THE EXTENT NOW OR HEREAFTER ALLOWED BY LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS

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OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

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Buyer and Seller have executed this Agreement as of the Execution Date.

Witnesses:

SELLER:

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC, a Delaware limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

Signature:_____
Print Name:_____

Signature:_____
Print Name:_____

By: _____
Name: Steven D. Ferreira
Title: Vice President

BUYER:

Signature:_____
Print Name:_____

Signature:_____
Print Name:_____

_____,
a(n) _____

By: _____
Name: _____
Title: _____

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NOTE: THERE IS NO DUE DILIGENCE OR INSPECTION PERIOD WITH RESPECT TO THIS AGREEMENT. BUYER SHALL HAVE NO RIGHT TO TERMINATE THIS AGREEMENT OR RECEIVE A REFUND OF THE DEPOSIT, UNLESS SELLER DEFAULTS HEREUNDER.

EXECUTION BY COOPERATING BROKER (IF ANY)

Cooperating Broker hereby accepts the terms and conditions of Article X of this Agreement regarding his/her/its commission in their entirety and agrees that Cooperating Broker shall not receive or is not entitled to any compensation for this transaction from Seller, Listing Broker or Auctioneer. Cooperating Broker further represents that he/she is not a principal in the transaction.

_____
PRINTED NAME

_____
BROKERAGE NAME

By: _____

License Number: _____

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EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of the Agreement and to acknowledge receipt of the Deposit of $_____ (if in the form of a check, subject to clearance) from Buyer as the Deposit due thereunder.

NOVARE NATIONAL SETTLEMENT SERVICE, LLC

By: _____

Date: _____, 2015

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EXHIBIT A

LEGAL DESCRIPTION

Airport Square 10 - 881 Elkridge Landing Road, Linthicum, Maryland

Being known and designated as Lot 10, as shown on Plat entitled "Lots 8, 9 & 10, Resubdivision Plat of Lot 2, Airport Square Addition", which plat is recorded among the Land Records of Anne Arundel County, Maryland as Plat 4816, in Plat Book 92, Page 42, containing 5.145 acres of land, more or less.
The improvements thereon being known as No. 881 Elkridge Landing Road.

Airport Square 20 - 1199 Winterson Road, Linthicum, Maryland

Being known and designated as Lot 8A as shown on the Plat of Lot 8-A and 8-B Resubdivision of Plat 2 of Section 2, Lot 8, Airport Square Technology Park, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 108, page 29, containing 6.695 acres, more or less.
The improvements thereon being known as No. 1199 Winterson Road

Together with the use, in common with others entitled thereto, of easements for ingress and egress, etc. as described in a Reciprocal Easement and Operating Agreement recorded in Liber 7674, folio 347 as amended in Liber 14790, folio 360.

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EXHIBIT B

Upon recording, return to:

_____
_____
_____

SPECIAL WARRANTY DEED

THIS DEED, made as of the _____ day of _____, 2015, by and between **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company ("**Grantor**"), and _____, a _____ ("**Grantee**").

In consideration of the sum of _____ Dollars ($_____.00), receipt of which is hereby acknowledged, and which the Grantor certifies under the penalties of perjury as the actual consideration paid or to be paid, unto the Grantee, in fee simple, with special warranty of title, all the land and improvements lying and being in the County of Anne Arundel, State of Maryland, described on the attached **Exhibit A** (the "**Property**"), BEING the same property conveyed by a (1) Special Warranty Deed from Airport Square X, LLC, a Maryland limited liability company unto GCCFC 2007-GG9 Colomary Facilities, LLC, a Delaware limited liability company, the Grantor herein, dated December 23, 2013, and recorded among the Land Records of Anne Arundel County, Maryland in Book 26938 Page 140, and (2) Special Warranty Deed from Airport Square XX, LLC, a Maryland limited liability company unto GCCFC 2007-GG9 Colomary Facilities, LLC, a Delaware limited liability company, the Grantor herein, dated December 23, 2013, and recorded among the Land Records of Anne Arundel County, Maryland in Book 26938 Page 092.

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TOGETHER with the improvements thereon and all and every the rights, alleys, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property, together with the rights and appurtenances aforesaid, unto Grantee, its successors and assigns, in fee simple.

AND Grantor hereby covenants that it will warrant specially the Property hereby granted; and that it will execute such further assurances of the same as may be requisite.

Title to the property hereinabove described is subject to (i) taxes and assessments for the year ____ and subsequent years; and (ii) valid and enforceable easements, rights-of-way, covenants, restrictions and agreements of record.

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NON-NEGOTIABLE

Grantor has caused these presents to be executed as of the day and year first above written.

Witnesses:

GRANTOR:

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC, a Delaware limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

Signature:_____
Print Name:_____

By: _____
Name:
Title: Vice President

Signature:_____
Print Name:_____

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____ as Vice President of LNR Partners, LLC, a Florida limited liability company, as manager of **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company on behalf of the company. He is personally known to me or has produced a driver's license as identification.

_____
Notary Public
Print Name:_____
Serial No. (if any):_____

NON-NEGOTIABLE

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland, hereby certifies that this instrument has been prepared by or under the supervision of the undersigned.

_____

Grantee's Address: _____

_____

Tax Account Number/s:_____

Title Insurer: Fidelity National Title Insurance Company

NON-NEGOTIABLE

EXHIBIT C

AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____ ("**Affiant**") as Vice President of LNR Partners, LLC, a Florida limited liability company, as manager of **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company ("**Seller**"), who being by me first duly sworn, deposes and says:

1. Seller is this day conveying its rights, title and interest in and to the real property more particularly described on the attached **Exhibit A** hereto (the "**Property**") to _____, a _____ ("**Buyer**").

2. There have been no improvements, alterations or repairs to the Property authorized by Seller for which the costs thereof remain unpaid; there are no construction, materialmen's or laborers' liens against the Property arising through work performed by or for Seller.

3. There are no parties in possession of the Property other than Seller and tenants set forth in the list of tenants attached hereto as **Exhibit B**.

4. There are no matters pending by or against Seller that could give rise to a lien that could attach to the Property between _____, 2015, the date of the last certification (the "**Last Certification Date**") of Fidelity National Title Insurance Company (the "**Title Company**") Title Insurance Commitment No. 6658MD (the "**Commitment**") and the date of the recording of the deed (the "**Deed**") from Seller to Buyer. Seller has not executed, and will not execute, any instrument that would adversely affect the title to the Property except as contained in the Commitment. Seller will indemnify and hold Buyer and the Title Company harmless from all liens or title defects created by or against Seller subsequent to the Last Certification Date and prior to recordation of the Deed (provided, however, that Buyer promptly instructs Novare National Settlement Service, LLC, as escrow agent to record the Deed and Novare National Settlement Service, LLC, as escrow agent promptly records the Deed).

5. Under penalties of perjury Affiant declares that he has examined this certification and to the best of his knowledge and belief it is true and complete.

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FURTHER AFFIANT SAITH NOT.

_____

_____, as Vice President of LNR Partners, LLC, a Florida limited liability company, as manager of **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2015, by _____, as Vice President of LNR Partners, LLC, a Florida limited liability company, as manager of **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced a driver's license as identification.

_____

Notary Public
Print Name: _____
Serial No. (if any): _____
My Commission Expires:

NON-NEGOTIABLE

EXHIBIT D

BILL OF SALE

THIS BILL OF SALE, dated as of _____, 2015, is executed by **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company ("**Assignor**"), in accordance with the Agreement for Sale and Purchase of Property dated _____, 2015. In consideration of the sum of Ten Dollars ($10.00) (the sufficiency and receipt of which are hereby acknowledged), Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver (collectively, "**assign**") to _____, a _____ ("**Assignee**"), all of Assignor's right, title and interest in and to all of the furniture, furnishings, fixtures, equipment and other tangible personal property, that is now affixed to and/or located on the Real Property described on **Exhibit A** attached hereto and used in connection with the management, operation, or repair of that Real Property (collectively, "**Personal Property**"). The term "**Personal Property**" shall not include insurance policies, utility deposits or bank accounts.

TO HAVE AND TO HOLD the Personal Property unto Assignee and Assignee's heirs, legal representatives, successors and assigns forever.

THE PERSONAL PROPERTY IS BEING ASSIGNED "**AS IS**", "**WHERE IS**", AND "**WITH ALL FAULTS**" AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNEE IS HEREBY ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS. ASSIGNOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PERSONAL PROPERTY. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY OR ASSIGNOR'S TITLE THERETO.

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This Bill of Sale has been signed and delivered by Assignor as of the date first above written.

Witnesses:

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC, a Delaware limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

Signature:_____
Print Name:_____

Signature:_____
Print Name:_____

By: _____
Name:
Title: Vice President

NON-NEGOTIABLE

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of _____, 2015, by and between (a) **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company ("**Assignor**") and (b) _____, a _____ ("**Assignee**").

A. Assignor and Assignee entered into that certain Agreement for Sale and Purchase of Property ("**Agreement**") dated _____, 2015, for the sale and purchase of certain "**Property**" consisting of "**Real Property**" (as more particularly described in **Exhibit A** attached hereto), "**Personal Property**" and "**Intangible Property**" (as more particularly described in this Assignment and Assumption Agreement), as said terms are defined in the Agreement;

B. Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Intangible Property as hereinafter provided; and

C. Assignee desires to assume the duties and obligations of Assignor with respect to the Intangible Property.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars ($10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title and interest, if any, in and to the following property to the extent the same is transferable by Assignor (collectively, "**Intangible Property**"):

(a) any and all leases, tenancies, licenses, occupancy agreements, concessionaire agreements and other rights of occupancy or use of any kind of any parties that may have any possessory rights or interest in, of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof), in effect as of the date of this Assignment and Assumption Agreement (collectively, "**Leases**");

(b) any and all service, maintenance, supply, operating, vendor, employment, travel, cable service, collective bargaining, yellow pages, parking, advertising, offsite rental or equipment contracts, leases or other agreements, however termed, written or oral, affecting the use, ownership, maintenance, or operation of all or any part of the Property (but specifically excluding any Leases and any management agreements), in effect as of the date of this Assignment and Assumption Agreement (collectively, "**Service Contracts**");

(c) any and all licenses, permits, authorizations, certificates of occupancy and other approvals issued by any governmental authority having jurisdiction over the Property or any portion thereof that are in effect for the current use and operation of the Property or any portion thereof (collectively, "**Permits**");

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(d) any and all guaranties, warranties, websites, domain names, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that exist as of the date of this Assignment and Assumption Agreement and that relate to the Real Property or the Personal Property, if any, but excluding any rights and/or claims, choses in action and/or judgments, settlements, proceeds or other rights to payment and/or pending or anticipated actions of Assignor and/or Assignor's affiliates (i) against any former tenants (and/or guarantors of the leases entered into by such tenants) at the Property and from and/or against any former owners of the Property and/or any former borrowers or guarantors under, arising from or related to any loan held by Assignor and/or Assignor's affiliates; and (ii) against any insurer or any other party in connection with or relating to any Pre-Existing Insurance Claims or any Proceeds from Pre-Existing Insurance Claims (collectively, "**General Intangibles**"); and

(e) any and all rights to the name of the improvements upon the Real Property.

2. THE INTANGIBLE PROPERTY IS BEING ASSIGNED "**AS IS**", "**WHERE IS**", AND "**WITH ALL FAULTS**" AS OF THE DATE OF THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNEE IS HEREBY ACQUIRING THE INTANGIBLE PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR'S TITLE THERETO.

3. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor under the Leases, Service Contracts, Permits and General Intangibles assigned herein. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Claims asserted against or incurred by Assignor as a result of any acts or omissions, from and after the date of this Assignment and Assumption Agreement, in connection with the Leases, Service Contracts, Permits and General Intangibles assigned herein. "**Claims**" means any and all claims, demands, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, judgments, compensation fees, and/or damages of any kind whatsoever, whether direct or indirect, known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity.

4. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State where the Real Property is located, without regard to the application of choice of law principles.

NON-NEGOTIABLE

5. The parties may execute this Assignment and Assumption Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart.

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This Assignment and Assumption Agreement has been signed and delivered by the parties as of the date first above written.

Witnesses:

ASSIGNOR:

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC, a Delaware limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

Signature:_____
Print Name:_____

Signature:_____
Print Name:_____

By: _____
Name:
Title: Vice President

ASSIGNEE:

_____,
a(n) _____

Signature:_____
Print Name:_____

Signature:_____
Print Name:_____

By: _____
Name: _____
Title: _____

NON-NEGOTIABLE

EXHIBIT F

NOTICE TO TENANT

_____, 2015

RE: AIRPORT SQUARE 10 AND 20
881 ELKRIDGE LANDING ROAD AND 1199 WINTERSON ROAD
LINTHICUM, MARYLAND

Dear Tenant:

Please be advised that on this date **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company (the "**Prior Owner**"), has transferred ownership of the property referenced above, to _____, a _____ (the "**New Owner**"). All correspondence regarding your lease should hereafter be sent to the New Owner at _____. The New Owner has assumed all obligations of the landlord under your lease from and after the above date. Any security deposits specified in your lease and not applied by the landlord under your lease have been delivered to the New Owner. Please send all further rental payments under the lease to the New Owner to the address designated above for receipt of such payments, unless otherwise directed by the New Owner.

Thank you very much for your assistance in this matter.

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC, a Delaware limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

By:_____
Name:
Title: Vice President

NON-NEGOTIABLE

EXHIBIT G

NOTICE TO SERVICE CONTRACTOR

_____, 2015

RE: AIRPORT SQUARE 10 AND 20
881 ELKRIDGE LANDING ROAD AND 1199 WINTERSON ROAD
LINTHICUM, MARYLAND

Dear Service Contractor:

Please be advised that on this date **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company (the "**Prior Owner**"), has transferred ownership of the above referenced property to _____, a _____ (the "**New Owner**"). You must look to the New Owner, and not to the Prior Owner, for all payments and other expenses, if any, due under your contract for services provided after this date. All correspondence should be directed to the New Owner at _____.

Very truly yours,

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC, a Delaware limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

By:_____
Name:
Title: Vice President

NON-NEGOTIABLE

EXHIBIT H

CERTIFICATE OF NON-FOREIGN STATUS

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

Section 1445 of the Internal Revenue Code (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Code Section 1445), the undersigned "**Transferor**", which is the owner, directly or indirectly of all of the general and limited partnership or membership interests of **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company, which has legal title to a U.S. real property interest under local law, will be the actual transferor of the property for U.S. tax purposes and not the disregarded entity. To inform _____, a _____("**Transferee**"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is: # _____.

3. Transferor's office address is c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139.

4. Transferor is not a disregarded entity as defined in Treasury Regulations Section 1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

Dated: As of_____, 2015

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EXECUTED to be effective as of the date set forth above.

Witnesses:

TRANSFEROR:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF GREENWICH CAPITAL COMMERCIAL FUNDING CORP., COMMERCIAL MORTGAGE TRUST 2007-GG9, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-GG9

By: LNR Partners, LLC, a Florida limited liability company, successor by statutory conversion to LNR Partners, Inc., a Florida corporation, as attorney-in-fact

Signature:_____
Print Name:_____

By:_____
Name:
Title: Vice President

Signature:_____
Print Name:_____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

This instrument was acknowledged before me, a notary public this _____day of _____, 2015 by _____, as Vice President of LNR Partners, LLC, a Florida limited liability company, successor by statutory conversion to LNR Partners, Inc., a Florida corporation, on behalf of said limited liability company, as attorney-in-fact for **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF GREENWICH CAPITAL COMMERCIAL FUNDING CORP., COMMERCIAL MORTGAGE TRUST 2007-GG9, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-GG9**, on behalf of the trust. He is personally known to me or has produced a driver's license as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

NON-NEGOTIABLE

EXHIBIT I

CERTIFICATE OF BUYER

_____, as _____ of _____, a _____, the Buyer under that certain Agreement for Sale and Purchase of Property dated _____, 2015, by and between Buyer and **GCCFC 2007-GG9 COLOMARY FACILITIES, LLC**, a Delaware limited liability company, as Seller (the "**Agreement**") does hereby certify that all representations and warranties of Buyer set forth in the Agreement remain true as of _____, 2015.

Witnesses:

_____,
a(n) _____

Signature:_____
Print Name:_____

By:_____
Name: _____
Title:_____

Signature:_____
Print Name_____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____ day of _____, 2015 by _____, as _____ of _____, a _____, on behalf of the _____. He/She is personally known to me or has produced a driver's license as identification.

_____
Notary Public
Print Name: _____
Serial No. (if any): _____
My Commission Expires: _____

NON-NEGOTIABLE

EXHIBIT J

NOVATION AGREEMENT

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC ("**Transferor**"), a limited liability company duly organized and existing under the laws of Delaware with its principal office in Miami, Florida; _____ ("**Transferee**"), a _____ duly organized and existing under the laws of _____ with its principal office in _____, _____; and the **UNITED STATES OF AMERICA** ("**Government**") enter into this Agreement as of _____, 2015.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into a certain lease with the Transferor, namely: Lease #_____. The term "the Lease," as used in this Agreement, means the above Lease, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease). Included in the term "the Lease" are also all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of _____, 2015, the Transferor has transferred to the Transferee the land and the building of Transferor by virtue of various instruments, including, but not limited to a Special Warranty Deed and an Assignment and Assumption Agreement between the Transferor and the Transferee.

(3) The Transferee has acquired the land and the building of the Transferor (including, but not limited to, the contracts) by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement:

NON-NEGOTIABLE

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term "Lessor," as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee:

(i) Assumes under this Agreement; or

(ii) May undertake in the future should the Lease be modified under its terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

The guarantee shall only be in effect for one year from the date of this Agreement.

NON-NEGOTIABLE

(9) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NON-NEGOTIABLE

UNITED STATES OF AMERICA

By: _____

Title: _____

GCCFC 2007-GG9 COLOMARY FACILITIES, LLC, a Delaware limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

By: _____
Name:
Title: Vice President

_____,
a(n) _____

By: _____
Name: _____
Title: _____

NON-NEGOTIABLE