

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/1/90

LEASE NO.

GS-11B-00111 "Negotiated"

THIS LEASE, made and entered into this date by and between **Southwest Market Limited Partnership**
c/o Boston Properties

whose address is **500 E Street, SW**
Washington, DC 20024

and whose interest in the property hereinafter described is that of **OWNER**.

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
488,374 net usable square feet (nurf) of office and related space in the building located at 300 E Street, SW; Washington, DC 20024.

The leased premises consists of 59,770 nurf on the concourse level, as identified on Exhibit VIII; 32,978 nurf on the ground floor, as identified on Exhibit VIII and floors two through nine, in their entirety.

In addition to the aforementioned, the lessor hereby leases to the Government fifty (50) reserved parking spaces consisting of 25 spaces on the P1 Level and 25 spaces on the P2 Level as identified on Exhibit X and an additional one hundred (100) parking permits within the garage of the building to be used for such purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of **twenty (20) years** subject to termination and renewal rights as may be hereinafter set forth. The lease commencement date shall be established pursuant to Paragraph 45, Layout & Finishes, of the SFO.

3. The Government shall pay the Lessor annual rent of \$ **19,143,013.94**

at the rate of \$ **1,595,251.16** per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Southwest Market Limited Partnership c/o Boston Properties
500 E Street, SW
Washington, DC 20024

4. ~~The Government may terminate this lease at any time by giving at least _____ days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
One term of ten (10) years at an annual rental of \$31,255,936.00 at a rate of \$2,604,661.33 per month, in arrears, in addition to any accrued tax and operating expense escalations.

provided notice be given in writing to the Lessor at least **547** days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. All services, utilities and repairs and maintenance pursuant to Solicitation for Offers (SFO) 89-047;
- b. All alterations pursuant to SFO 89-047 excluding the special requirements in Paragraph 103, Attachment I to the SFO;
- c. Cleaning to be performed during tenant working hours as defined in Paragraph 85 of SFO 89-047;
- d. The use of the public lobby pursuant to Paragraph 1 of SFO 89-047;
- e. The use of the roof pursuant to Paragraph 1 of SFO 89-047.

6a. The lessor shall provide all alterations pursuant to SFO 89-047 Paragraph 103, Attachment I, to the SFO for the amount of \$5,939,953.00; payable as the individual special use areas are delivered and accepted by the Government.

7. The following are attached and made a part hereof:

1. GSA Form 1217 Lessor's Annual Cost Statement
2. Solicitation for Offers (SFO) No. 89-047
3. Attachment I Paragraph 103, Special Requirements of SFO 89-047
4. Exhibit I Special Requirements Cost Summary and documentation
5. Exhibit II Unit Cost Statement
6. Exhibit III Supplementary Parking Permits
7. Exhibit IV Alternate Proposal - Raised Floor
8. Exhibit V Small Business Subtracting Plan
9. Exhibit VI List of Partners
10. Exhibit VII Amenities Statement
11. GSA Form 3516 Solicitation Provisions
12. GSA Form 3517 General Clauses
13. GSA Form 3518 Representations & Certifications
14. Exhibit VIII Plan indicating space on partial floors
15. Exhibit IX Plan indicating space for daycare play area
16. Exhibit X Plan indicating location of reserved parking
17. Firesafety Compliance - Certification

8. The following changes were made in this lease prior to its execution:

Paragraph 4 of this SF-2 has been deleted in it's entirety.

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

LESSOR Southwest Market Limited Partnership

BY



(Signature)

(Signature)

IN PRESENCE OF:

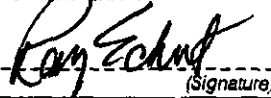


(Signature)

(Address)

UNITED STATES OF AMERICA

BY



(Signature)

Contracting Officer

(Official title)