

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

2/2/2011

LEASE #GS-11B-02245

THIS LEASE, is made and entered into this date between:
whose address is:

T.S. NOMA, LP
c/o Tishman Speyer
45 Rockefeller Plaza
New York, NY 10111

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:

A total of approximately **33,729 ANSI/BOMA Rentable Square Feet (BRSF)**, being **27,581 ANSI BOMA Office Area Square Feet (BOASF)**, consisting of 8,698 BRSF (6,973 BOASF) on the 1st floor and 25,031 BRSF (20,608 BOASF) on the 2nd floor of the building known as 1100 First Street, NE (the "Building"), as noted on the floor plans attached to and made a part of this Lease (the "Premises"), with the address being 1100 First Street, NE, Washington, DC 20002-4221 to be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN (10) YEAR FIRM term beginning upon the commencement date determined in accordance with Section 3.18 "Construction Schedule of Tenant Improvements" of the SFO and ending ten (10) years later.

3. The Government shall pay the Lessor an annual rent of \$1,525,780.92 (\$55.32 / BOASF) at the rate of \$127,148.41 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$279,395.53 (\$10.13 / BOASF), base year real estate taxes, a BID tax base, \$55,162.00 to amortize a tenant improvement allowance of \$551,620.00 (\$20.00/BOASF) at zero percent (0%) annual interest, and \$104,846.59 to amortize a tenant improvement allowance of \$608,988.48 (\$22.08/BOASF) at twelve percent (12%) annual interest. The operating cost base includes the daytime cleaning premium of \$1.00 / BOASF. Checks shall be payable to **T.S. NOMA, LP**, at the address shown above.

4. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- a) Prior to substantial completion of the Premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of the completed Attachment #4, Fire Protection & Life Safety Evaluation which has been prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of Attachment #4.
- b) Tenant Improvements: Upon completion of tenant improvements by Lessor and acceptance thereof by the Government, the cost of such tenant improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. Notwithstanding any provisions of the SFO to the contrary, the Lessor shall not be obligated to provide to the Government as part of the rent a total tenant improvement allowance in excess of \$1,160,608.48 (\$42.08/BOASF). Any tenant improvements funded by the Lessor in excess of \$42.08/BOASF amount shall be repaid by the Government via lump sum payment. Refer paragraph 6(d) below regarding maximum fees payable by the Government for improvements and change orders.

(Rev. 7/22/10)

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- c) The Government's percentage of occupancy for real estate tax purposes shall be 9.70%, based on 33,729 BRSF / 347,608 BRSF, subject to confirmation of the total rentable square footage of the building.
- d) The general contractor's total fees for overhead and profit shall not exceed 4% and the general contractor's fees for general conditions shall not exceed 4%. The Lessor's total construction management and coordination fees for the tenant improvements for the Government's space shall not exceed 4%. Architecture & engineering fees, if any, shall not exceed \$5.88/BOASF. Any such fees will be paid for out of the T/I Allowance. The Government shall have the right to renegotiate these fees in the event that the scope of work is substantially reduced from that contemplated by the SFO.
- e) The Government shall have the right to acquire up to 18 additional parking permits at market rates not to exceed \$300/unreserved space per month and \$350/reserved space per month for the first year. Parking permits shall be acquired via direct service contract between Government employees and the Lessor's parking contractor. All parking rates are subject to market increase one time per lease year upon 60 days prior written notice to the Government.
- f) The HVAC OT rate shall reflect the Lessor's actual cost of providing this service and shall not exceed \$50/hour.
- g) The Government shall be entitled to a rent credit in the amount of \$1,525,780.92, to be applied against the first months' rent and continuing into subsequent months' rent until exhausted.
- h) The Government shall be entitled to install one dish-type antenna on the roof of the subject building at no additional charge. Notwithstanding Sections 6.12 and 6.13 of the SFO, the Government's right to affix security, communications equipment, and antennae or similar equipment to the roof, parapet or building envelope shall be subject to space availability, code compliance, the rights of other tenants, and the Government agrees to cooperate with Lessor with respect to all aspects of such placements on the rooftop, including, without limitation, screening requirements at the Government's sole cost. Installation and use of such equipment shall be subject to receipt of all required governmental approvals and shall not interfere with the building's systems or other tenants. The Government may be required to enter into a standard roof space license agreement with Lessor and the Government agrees to cooperate with Lessor with respect to all aspects of telecommunications connections and access to the risers.
- i) Notwithstanding Section 1.12 of the SFO, the Government hereby represents and warrants that it has not entered into any agreement with, or otherwise had any dealing with, any broker, agent or finder, in connection with the negotiation or execution of this Lease which would form the basis of any claim by any such broker, agent or finder for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature.
- j) Notwithstanding Section 3.5(d) of the SFO, Lessor shall have thirty (30) calendar days to submit copies of all documents related to the valuation of the land and building for real estate taxes and other real estate tax related documents, except that the proper invoice and evidence of payment shall be submitted not later than sixty (60) calendar days after the date the tax payment is due from Lessor to the taxing authority. Notwithstanding Section 3.5(e) of the SFO, the Government shall not receive a rental credit or lump sum payment for real estate taxes prior to full assessment for the Building.
- k) Notwithstanding Section 5.9 of the SFO, Public areas shall be painted every five (5) years, rather than every three (3) years.
- l) Notwithstanding Section 7.1(b) of the SFO, Lessor shall not be responsible for the maintenance, repair or replacement of any Government-owned equipment. Furthermore, the Government shall be responsible, at the Government's sole cost and expense, for making all repairs within the Premises which are the direct result of, and result solely from, the willful misconduct of a Government employee.
- m) Notwithstanding anything to the contrary in the SFO (including, without limitation, Article 9 of the SFO) the Government's right to install upgraded security improvements, devices, or implement security measures above the Lessor's building standard is subject to the following conditions: (a) the Government shall pay for all such security measures and Lessor shall have no obligation for the same (with the exception of Section 9.31 of the SFO), (b) the Government shall be responsible for the maintenance, repair and testing of all such devices, and (c) the Government shall pay for the removal and restoration of all such devices (subject to normal wear and tear), if required by Lessor in writing at the time of installation. Upgraded security measures shall be limited to the Premises and shall not be imposed in building common areas, except in the case of emergency situations (as described in Section 9.32 of the SFO) and shall be limited to the duration of such emergency.
- n) Notwithstanding Section 9.6 of the SFO, Lessor shall use commercially reasonable efforts to restrict building information to Lessor's employees, agents, consultants, counsel, and advisors that require such information in order to assist Lessor with conducting the normal course of business at the building or fulfilling Lessor's obligations under this Lease. Such information shall be limited to only the information necessary for the performance of any specific business task or obligation.

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- o) Notwithstanding anything to the contrary in this Lease (including, without limitation, Section 2 of Form 3517B), in the event of any assignment or subletting, the proposed assignee or subtenant shall be subject to the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.
- p) Notwithstanding anything to the contrary in this Lease (including, without limitation, Section 6 of Form 3517B), the Government's right to substitute a different governmental tenant agency shall be limited to agencies that will not deviate from the general office and related space purposes for which the Government intends to use the Premises; are not military or police enforcement agencies where weapons may be brought into the building; do not require increased access by the general public; will not increase the security requirements to be provided by Lessor for the Premises or the building; and shall be subject to the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. The Government shall pay any increase in costs associated with the substitution of a Government agency or agencies, if applicable.
- q) Notwithstanding anything to the contrary in this Lease (including, without limitation) Section 17 of Form 3517B), in the case of partial destruction or damage to the Premises, the Government shall be reasonable in its determination of whether or not the premises are untenable, and whether or not such condition can be remedied by the Lessor within a reasonable amount of time, prior to exercising any termination rights.
- r) The liability of Lessor for Lessor's obligations under this Lease shall be limited to Lessor's interest in the real property of which the Premises are a part and to this Lease and the Government shall not look to any other property or assets of Lessor or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Lessor (collectively, the "Parties") in seeking either to enforce Lessor's obligations under this Lease or to satisfy a judgment for Lessor's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Lessor's obligations under this Lease.
- s) Section 3.13 of the SFO is hereby deleted in its entirety.
- t) Specifications: The parties mutually agree that the following specifications in the SFO, to the extent that the existing condition at the building may not meet the exact specification or is not applicable to the building, the Government agrees to accept the existing condition "as-is" as a suitable alternative to the stipulated requirement. Lessor represents that such items are in good repair and tenantable condition. The intent of this qualification is to recognize that the Government may find such items or conditions to be at least minimally acceptable with regard to the Government's continued occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of the Lease Commencement or by any other specified date(s). Further the Lessor is to maintain (or replace, if necessary) such items or conditions so that they remain in "good repair and tenantable condition" throughout the term of this Lease. Lessor is not relieved from requirements contained in the Lease for future alterations, repairs, replacements, construction and/or improvements. If replacement is or becomes necessary, such replacement must be no less than equal in quality and function, to the existing conditions.
- Sections 1.10(A) (9) and 6.11(A)(2): Electrical: Building standard is accepted "as-is" (except for tenant improvement requirements).
 - Sections 3.14: Vending facilities are to be located within the Premises.
 - Section 5.15: Partitions are accepted "as-is".
 - Section 5.21: Acoustical requirements accepted "as-is".
 - Section 5.22: Window coverings are accepted "as-is".
 - Section 6.3: Drinking fountains are accepted "as-is".
 - Section 6.5: Restrooms are accepted "as-is".
 - Section 6.16: Elevators are accepted "as-is".
5. The following are attached and made a part hereof:
1. Solicitation For Offers (SFO) # 07-014, 52 pages
 2. Solicitation Attachment #1, Rate Structure, 1 page
 3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
 4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
 5. Solicitation Attachment #4, Fire and Life Safety Report 7 pages
 6. Small Business Subcontracting Plan, 13 pages
 7. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
 8. GSA Form 3517B, General Clauses, 32 pages
 9. GSA Form 3518, Representations and Certifications, 7 pages
 10. Floor Plans of Leased Area, 2 page
 11. Rider #1 – Security, 1 page

LESSOR SW GOVT [Signature]

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

OWNER: T.S. NOMA, LP

By: TISHMAN SPEYER NOMA JV GP PARENT, L.L.C., its general partner

BY St N C
(Signature) St

St J
(Title) Senior Managing Director

BY _____
(Signature)

(Title)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA:

BY [Signature] CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2

Revised 10/04/10

EXCEPTION TO SF2 APPROVED

LESSOR SW GOVT [Signature]