

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

MAR 28 2011

LEASE No. GS-11B-02249

THIS LEASE, made and entered into this date between 17M Associates, whose address is:

c/o Boston Properties, Inc.

505 9th Street, NW
Suite 800
Washington, DC 20004

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 46,429 BOMA Rentable Square Feet (BRSF) equivalent to 39,648 BOMA Office Area Square Feet (BOASF) consisting of a subtotal of 46,286 BRSF equivalent to 39,505 BOASF of office space, consisting of the entire fifth (5th) floor containing 23,143 BRSF and the entire sixth (6th) floor containing 23,143 BRSF ("Office Space"), and a subtotal of 143 BOASF of storage space on the first (1st) floor ("Storage Space") as shown in the floor plans attached as Exhibit A and made part hereof, as well as two (2) reserved parking spaces on-site for Official Government Vehicles (at no additional cost to the Government) with an additional twenty (20) unreserved on-site parking spaces made available at prevailing market rates, in the building known as Sumner Square and located at 1615 M Street, NW, Washington, DC 20036

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a TEN (10) YEAR firm term commencing on June 1, 2010 through May 31, 2020 ("Lease Term").

3. The Government shall pay the Lessor annual rent of \$1,715,156.00 (consisting of \$1,712,582.00 for 46,286 BRSF of Office Space at \$37.00 per BRSF and \$2,574.00 for 143 BOASF of Storage Space at \$18.00 per BOASF) at the rate of \$142,929.67 per month in arrears, (consisting of \$142,715.17 per month for 46,286 BRSF of Office Space and \$214.50 per month for 143 BOASF of Storage Space) for years one through ten of the Lease Term. Rent for a lesser period shall be prorated. The annual rent shall include the operating expense and real estate tax base and be subject to operating expense and real estate tax adjustments during the lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to: 17M Associates, c/o Boston Properties Limited Partnership, P.O. Box 3557, Boston, MA 02241-3557, or in accordance with instructions on electronic payment of funds to be supplied to the Government by the Lessor upon request.

4. Commission and Commission Credit - The Lessor has agreed to a lease commission of [REDACTED] of the firm term value of this lease excluding rent due for the Storage Space portion of the leased premises, payable in accordance with SFO Number 9DC2260. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of SFO Number 9DC2260, the Broker shall forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in SFO Number 9DC2260, as well as the agreement dated September 27, 2010 between Lessor and Jones Lang LaSalle.

Notwithstanding Paragraph 3 of this Standard Form 2, the monthly installments of annual rent due under this lease for the first (1st) and second (2nd) months of the Lease term shall be reduced as follows to fully capture this Commission Credit. Because the commission credit total is [REDACTED], the credit for the first (1st) month shall be [REDACTED] and thus the rent due for the first (1st) month shall be [REDACTED] and the credit for the second (2nd) month shall be [REDACTED] and thus the rent due for the second (2nd) month shall be [REDACTED].

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

A) All services, improvements, alterations, repairs, and utilities as defined by this lease, including the terms in SFO Number 9DC2260.

B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$8.59 per BOASF (\$7.33 per BRSF) Tenant Improvement allowance amortized at 0.0% over the firm term equaling \$.86 per BOASF per year (\$.73 per BRSF). The total amount of the Tenant Improvement allowance is \$340,454.67 ("Allowance"). The Government shall be entitled to utilize the Allowance to pay for Tenant Improvements per the SFO performed by the Lessor at the Government's expense. The Government and Lessor shall memorialize close out of the tenant improvement allowance within thirty six (36) months of lease commencement. Any remaining unobligated funds shall be taken as a credit against the next month's rent.

C) The adjustment for vacant premises shall be \$1.26 per BOASF per annum.

D) The shell lease rate is \$28.63 per BOASF (\$24.44 per BRSF), which shall be flat during the firm term of the Lease.

E) The Real Estate Tax Base shall be established and then taxes shall be adjusted annually in accordance with Paragraph 4.2 of SFO Number 9DC2260. The Government's percentage of Occupancy is 22.25% for tax purposes, as calculated 46,429 BRSF/208,655 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.

F) Pursuant to Paragraph 4.1 of SFO Number 9DC2260, the "Common Area Factor" is calculated to be 1.1710, as calculated: 46,429 BRSF/39,648 BOUSF.

G) The base amount for annual operating costs adjustments is \$560,570.00 (\$12.07 per BRSF/\$14.14 per BOASF) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO Number 9DC2260.

H) Notwithstanding anything to contrary or the attachments thereto to the contrary, the rate for overtime HVAC services shall be in accordance with the Attachment #1 included herein.

I) Pursuant to paragraph 1.1(B) of SFO Number 9DC2260, the two (2) "Official Government" reserved on-site parking spaces discussed in Paragraph 1 of this Standard Form 2 shall be at no additional charge to the Government and the Lessor shall make available for lease at least twenty (20) unreserved parking spaces. The cost for Unreserved Parking for the Government occupants shall be at the prevailing market rate.

J) Pursuant to Paragraph 3.2(B) of SFO Number 9DC2260, for the construction of the Government's tenant improvements through December 31, 2011 the general contractor's total fees for overhead and profit shall not exceed 7%, the total fees for general conditions shall not exceed 8% and the Lessor's fee shall not exceed 7%.

K) The Lessor, at its sole cost, shall complete all of correction items outlined in the Final Fire Protection and Life Safety Report.

L) If there is any conflict between this SF-2 and the balance of the Lease, the terms specified in this SF-2 shall govern.

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

- A) Exhibit A – Floor plans of leased premises, 3 pages
- B) Solicitation For Offers No. 9DC2260, 51 pages
- C) Pre-Lease Security Plan, 6 pages
- D) Final Fire Protection and Life Safety Report, 31 pages
- E) Rider #1-Fire Protection and Life Safety, 1 page
- E) Attachment #1 – Overtime HVAC Services, 1 page
- F) GSA Form 1217 - Lessor's Annual Cost Statement, 1 page
- G) GSA Form 3517B – General Clauses, 33 pages
- H) GSA Form 3518 – Representations and Certifications; 7 pages
- I) Small Business Subcontracting Plan, 14 pages
- J) Broker Commission Agreement, 3 pages

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

17M Associates

By: _____

Raymond A. Ritchey
Executive Vice President

c/o Boston Properties
505 9th Street, NW, Suite 800
Washington, DC 20004

(Address)

Date: _____

December 14, 2010

IN PRESENCE OF: _____

(Signature)

c/o Boston Properties
505 9th Street, NW, Suite 800
Washington, DC 20004

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY _____

Kevin Terry
Kevin Terry

Contracting Officer
(Official title)