

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 0002 01 2010

Lease No. GS-11B-02248

DEC 10 2010

THIS LEASE, made and entered into this date by and between Square 407 Limited Partnership

whose address is: c/o Boston Properties
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 29,800 BOMA Rentable Square Feet (BRSF) yielding 24,973 ANSI/BOMA Office Area square feet (ABOASF) and being a portion of the 5th floor and one (1) reserved parking space and one (1) non-reserved parking permit in the building known as Market Square North, located at 401 9th Street, NW, Washington, DC 20004 ("Building") to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See floor plans of leased premises included in Attachment A).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing in accordance with the terms of the Solicitation for Offers (SFO) No. 9DC2052, from December 1, 2010 continuing through November 30, 2020.

3. The Government shall pay the Lessor annual rent of \$1,289,499.60 (\$43.27/BRSF, \$51.64/BOASF) at the rate of \$107,458.30 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$388,204 (\$13.03/BRSF, \$15.54/BOASF). The lessor shall waive and abate the first ten (10) months of the Base Rent. No tenant improvements or tenant improvement allowances are associated with this lease. Rent checks shall be made payable to: Square 407 Limited Partnership, c/o Boston Properties, P.O. Box 415111, Boston, MA 02241-5111 or in accordance with the provision for electronic payment of funds.

4. Intentionally Deleted

5. Intentionally Deleted

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

- A. All services, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO, and its Attachments are included as a component of the rent.
- B. The Government agrees to accept the Building and space on the 5th floor (29,800 BRSF/24,973 ABOASF) "as existing", and the Lessor represents that such items are in good repair, providing a 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 occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of Lease Commencement and throughout the Lease term. The acceptance of the Lease Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell in compliance with the standards set forth in the Lease.

- C. In accordance with Paragraph 2.4 "Broker Commission and Commission Credit" of the Lease, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the lease value. The total amount of the commission is [REDACTED]. In accordance with the "Brokerage Commission and Commission Credit" paragraph, Jones Lang LaSalle has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] and shall be paid as free rent in the 11th and 12th months of the lease term. The Lessor agrees to pay Jones Lang LaSalle the Commission less the Commission Credit in the lump sum amount of [REDACTED] which shall be due to Jones Lang LaSalle upon execution of this lease by the Government and payable within 30 days of the receipt of an invoice.

Notwithstanding Paragraph 3 of this Standard Form 2, rental payments due and owing under the lease shall be reduced in the 11th and 12th months of the lease term to recapture this Commission Credit. The credit for the 11th month is [REDACTED] and thus the total rent due for the 11th month shall be [REDACTED]. The credit for the twelfth month shall be [REDACTED], and thus the total rent due for the twelfth month shall be [REDACTED].

- D. For purposes of Paragraph 4.2 of the SFO, as of the date hereof, the Government's percentage of occupancy is 6.92%, based upon occupancy of 29,800 BRSF in a building 430,645 BRSF. Evidence of payment of taxes shall be furnished as provided by Paragraph 4.2 C and D of the SFO.
- E. In connection with any buildout of tenant improvements, the following limits on markups, fees and design costs shall apply until December 31, 2011. General Conditions shall not exceed 7% and Lessor's Project Management Fees shall not exceed 5%. The combined total of the foregoing markups shall not exceed 12%. These markups and fees are all subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement.
- F. In accordance with SFO Paragraph 4.5 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF-2, services, utilities and maintenance shall be provided daily, extending from 8:00 am to 6:00 pm, Monday through Friday, with Saturdays, Sundays and federal holidays excluded ("Normal Hours"). Overtime HVAC beyond the above referenced Normal Hours shall be provided at a rate of \$38.00 per hour per zone in calendar year 2010. The foregoing HVAC rate shall escalate in a manner consistent with Paragraph 4.3 of the SFO, "Operating Costs". The foregoing overtime HVAC rate is inclusive of all labor, maintenance, service, administrative and engineering fees. The minimum number of hours charged for each instance of overtime HVAC on weekends and federal holidays shall be two (2) hours. Notwithstanding, the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times, except in cases of emergencies, without additional payment, including the use, during other than Normal Hours, of necessary services and utilities such as elevators, toilets, lights, and building standard electric power.
- G. In accordance with SFO Paragraph 4.4, the adjustment to the rent for space previously occupied by the Government and then vacated is \$1.06 per ABOASF.
- H. Service, utilities, and maintenance for the Government's owned equipment, including supplemental and standalone HVAC units, shall be performed by the Lessor upon the Government's request, at the sole cost and expense of the Government, to be paid monthly in arrears to Lessor.
- I. The Lessor shall provide one (1) reserved parking space and (1) non-reserved parking permit on-site and the cost is included in the rental rate. Additional on-site parking is available to the Government at market rates. Additional parking shall not be included in the rental rate, but shall be payable to the building parking garage operator, in the ratio of on non-reserved permit for every 1,405 rentable square feet leased.

LESSOR GOVT
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- J. Switchboards, panels, circuit breakers, and electrical distribution systems and equipment are existing and already in place. Additional electrical systems and equipment shall be provided at the Government's sole cost.
 - K. Main power distribution for the Premises will remain as existing. Lessor will reserve additional capacity, at Lessor's discretion, for the Government's requirements.
 - L. The Government's telecommunications equipment including the type, size, location and access shall be subject to Lessor's approval. Conduit for access and connection to telecommunications equipment shall be at the Government's sole cost and expense.
 - M. The Lessor guarantees at least one (1) non-dedicated freight or passenger elevator, except in cases of emergencies.
 - N. In consideration of the Lessor waiving its entitlement to the 2.5% Historic Preference Credit, Lessor shall have no obligation to make any modifications to the Building or the Premises related to Blast Resistance or Shatter Resistant Requirements under the New ISC Facility Security Level Determination Standards. Any such modifications will only be made at the Government's sole cost and expense.
 - O. ISC Level II Security Requirements related to [REDACTED] and Advisory, Perimeter Doors and [REDACTED], Regulatory Signage and Mail Package Handling and Other Devices satisfactorily meet the Government's requirements for the purpose of this lease. Any [REDACTED] and Advisory, Perimeter Doors and [REDACTED], Regulatory Signage and Mail Package Handling and Other Devices shall be provided at the Government's sole cost and expense.
 - P. In the event of a conflict between this SF-2 and any other documents that comprise the Lease, the SF-2 shall govern.
7. The following are attached and made a part hereof:
- A. Floor Plan for the Leased Premises (1 page)
 - B. Solicitation for Offers No. 9DC2052 dated August 24, 2009 and revised prior to award
 - C. GSA Form 1217 titled Lessor's Annual Cost Statement (1 page)
 - D. GSA Form 3517 titled GENERAL CLAUSES (33 pages)
 - E. Amendment No. 1 to GENERAL CLAUSES (2 pages)
 - F. GSA Form 3518 titled REPRESENTATIONS AND CERTIFICATIONS (7 pages)
 - G. Fire Protection & Life Safety Rider (1 page)
 - H. Small Business Subcontracting Plan (15 pages)
 - I. GSA Form 3881 - ACH Form (1 page)
 - J. Attachment J - November 30th Seismic Safety Letter

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

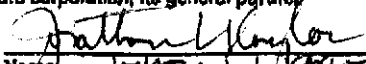
LESSOR: SQUARE 407 LIMITED PARTNERSHIP,
a District of Columbia limited partnership

BY: MARKET SQUARE NORTH ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, a general partner

BY: BOSTON PROPERTIES LLC,
a Delaware limited liability company, its general partner


BY: BOSTON PROPERTIES LIMITED PARTNERSHIP,
a Delaware limited partnership, its managing member

BY: BOSTON PROPERTIES, INC.,
a Delaware corporation, its general partner

BY: 
Name: JONATHAN L. TAYLOR
Title: SENIOR VICE PRESIDENT

BY: SQUARE 407 GOULD GP LLC, District of Columbia limited liability company, a general partner

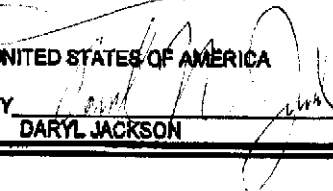
BY: GOULD PROPERTY COMPANY, a Maryland corporation, its Sole Member

BY: 
Name: KINGA GUBELT
Title: VICE PRESIDENT

IN PRESENCE OF: 

ADDRESS: c/o Boston Properties
505 9th Street, NW, Suite 600
Washington, DC 20004

UNITED STATES OF AMERICA

BY: 
DARYL JACKSON

CONTRACTING OFFICER, GSA, NCR