

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: NOV 2 2011 LEASE GS-11B-12501

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

A-799 9TH STREET, LLC
c/o AEW Capital Management, L.P.
World Trade Center East
Boston, Massachusetts 02210

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 99,408 BOMA Rentable Square Feet (BRSF) (yielding approximately 87,507 ANSI/BOMA Office Area Square Feet (ABOASF) consisting of the entire 4th, 5th, 7th, 10th and a portion of the 6th floors in the building located at 799 9th Street, NW, Washington, DC, together with twenty (20) reserved parking spaces for official government vehicles in the parking garage under the building, to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (see the floor plans of leased premises identified as Attachment A to this lease in paragraph 7 below). The Government has confirmed the measurement of the space, and the parties agree to the above measurements.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a firm term of fifteen (15) months. The term of this lease shall commence effective as of November 1, 2011 and shall expire on January 31, 2013. The commencement date is not subject to any conditions precedent, including but not limited to completion of any tenant or other improvements to the space or building.

3. The Government shall pay the Lessor annual rent of \$4,970,400.00 (\$50.00/BRSF) at the rate of \$414,200.00 per month in arrears. The annual rent includes an operating cost base of \$883,737.12 (\$8.89/BRSF, \$10.11/BOASF). If the term of the lease commences on a day other than the first day of a month, the rent for the first and last months of the lease term shall be prorated. Rent checks shall be made payable to: A-799 9th Street, L.L.C. c/o AEW Capital Management, L.P. World Trade Center East, Boston, Massachusetts 02210 or in accordance with the provision of this lease pertaining to 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 (including daytime cleaning), utilities alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments as being included as a component of the rent.
 - B. The Government acknowledges that this lease is for space which is currently occupied by and has been previously built out to the Government's standards. Accordingly, the Government accepts the space in its existing condition including the existing Building Shell and the existing Tenant Improvements subject only to the Lessor's obligation to maintain such improvements in good working order and repair. The Lessor shall not be required to provide new paint or carpeting or any design or other build out services.
 - C. The Building has been Certified Gold under the USGBC's EB O&M Standard and is Energy Star Certified by the EPA.
 - D. For purposes of paragraph 4.2 of the SFO, as of the date hereof, the Government's percentage of occupancy is 49.34%, based upon occupancy of 99,408 BRSF in a building of 201,462 BRSF.
 - E. No Tenant Improvement Allowance is included in this lease.
 - F. No tenant broker commission is included in this lease.
 - G. The rent set forth in paragraph 3 above shall be fixed for the entire term of the lease and shall not be subject to adjustments for operating expenses or real estate taxes notwithstanding SFO Paragraphs 4.2 and 4.3.
 - H. For the purposes of SFO Paragraph 4.1 C "Common Area Factor", the common area factor is agreed to be 1.136.
 - I. The Government shall have the right to control access to the office space in the building and to place security guards and appropriate security equipment in the main building lobby. The security equipment currently located in the lobby is approved by the Lessor. The Government agrees to remove the lobby security installation at the end of the term of the lease. The Government at its cost and expense may establish a program to inspect vehicles entering into the building parking garage and at any time while they are present in the garage, provided that such inspection shall not unreasonably delay entry to the garage. In connection with the Government's acceptance of the leased space in its current existing condition, the Lessor shall not be required to provide any additional security enhancements to the building or the leased space including no obligation to provide blast film on the building windows or otherwise provide security upgrades.
 - J. Pursuant to paragraph 4.5 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF2, services, utilities, and maintenance shall be provided daily, extending from 6:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays and Federal holidays ("Normal Hours Schedule"). Overtime beyond the above-referenced Normal Hours Schedule and Regular Overtime Hours for overtime HVAC on an occasional basis shall be provided at rate of \$45.00 per hour per floor. The foregoing overtime HVAC rate is inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
 - K. The adjustment to the rent for space previously occupied by the Government and then vacated is \$2.00 per BRSF. The Government shall not be entitled to any credit for vacancy of less than a full floor.
 - L. Twenty (20) reserved spaces for official parking spaces are included in the rent as stated in Paragraph 3 of this SF-2. During the term of the Lease, the Government, including Government employees occupying the leased premises, may purchase additional individual parking permits for reserved or unreserved parking on a first come first basis separate and apart from the rent due under Paragraph 3 hereof at a cost of \$295.00/month/space for unreserved parking and \$395.00/month/space for reserved parking.

M. The Government agrees to vacate the leased space at the expiration of the term of the lease term, recognizing that a material part of the consideration to the Lessor to entering into this short term lease is the Government's agreement to have fully vacated the leased space by the expiration of the lease term and have turned the space over to the possession and control of the Lessor in broom clean condition. The Government acknowledges that its failure to vacate the leased space in a timely fashion may result in damages to the Lessor in the terms of its re-leasing of the space to replacement tenants. The Government agrees that any and all reasonable costs, claims, damages, expenses, losses and liabilities which may be incurred by the Lessor as a result of a delay by the Government in surrendering the leased space by January 31, 2013 may be recovered from the Government if properly proven in a claim instituted therefore against the Government in accordance with the provisions of Clause 37 of the General Clauses (FAR 52.233-1 Disputes APR 1984)

N. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern

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

- A. Exhibit A - Floor Plans of the Leased Premises, 9 pages
- B. Rider #1 - Fire Protection & Life Safety 2 pages
- C. Solicitation For Offers No. 1DC2270 - 56 pages
- D. GSA Form 1217-Lessor's Annual Cost Statement 2 pages
- E. GSA Form 3517 - 33 pages
- F. GSA Form 3518 - 7 pages
- G. Fire Protection and Life Safety Evaluation - 15 pages
- H. Pre-Lease Building Security Plan - 13 pages

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

Paragraphs 4 and 5 have been deleted in their entirety.

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

LESSOR: A-799 9TH STREET, L.L.C.

BY

Pamela J. Herbst

Pamela J. Herbst Approval
(Name & Title) *Signature*

IN THE PRESENCE OF (witnessed by):

[Signature]

(Signature)

[Redacted Address]

(Address)

UNITED STATES OF AMERICA

BY

[Signature]
Marcia E. Parkes

Contracting Officer
(Official Title)