

**LEASE NO. GS-11B-12548**

Standard Lease  
GSA FORM L201C (January 2012)

This Lease is made and entered into between

**Big Apple Associates Limited Partnership**

("the Lessor"), whose principal place of business is c/o Boston Properties, 2200 Pennsylvania Avenue, NW, Suite 200 W, Washington, DC 20037 and whose interest in the Property described herein is that of Fee Owner, and

**The United States of America**

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at  
**1301 New York Avenue, NW, Washington, DC 20530-0016**

and more fully described in Section 1 and Exhibit A and B together with rights to the use of parking and other areas as set forth herein.

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning March 13, 2014 and continuing through March 12, 2029, to be used for such purposes as determined by GSA in accordance with all laws, ordinances and governmental rules applicable to the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

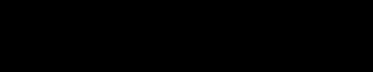
**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Name: **Big Apple Associates Limited Partnership,**  
a Delaware Limited Partnership

BY: BP/DC REIT LLC, a Delaware limited liability company, its general partner

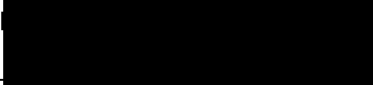
BY: BP/DC Properties, Inc., a Maryland corporation  
Its managing member

BY: 

Title: Raymond A. Ritzney  
Date: Executive Vice President



Lease Contracting Officer OCT 17 2012  
Date: \_\_\_\_\_

**WITNESS** 

Name: GREGORY M. STRICKS  
Title: VICE PRESIDENT  
Date: AUGUST 22, 2012

LESSOR: n GOVERNMENT: 

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (AUG 2011)**

The Government accepts the leased Premises, building, and tenant improvements in their current existing condition, with only the following exceptions further outlined more thoroughly in the lease exhibits, Security Attachment, Exhibit M, the Schedule for Fire Protection and Life Safety requirements, Exhibit L, ABAAS compliance, Exhibit K, Elevator Modernization Plan, Exhibit N, and in Paragraph 1.16 of the Lease (Additional Improvements), as well as compliance with all applicable local codes and ordinances, notwithstanding any other provision of the Lease. Shatterproof Window Protection required by Security Attachment, Exhibit M, Paragraph 13, if installed, shall be paid for out of the tenant improvement (TI) allowance. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 201,281 rentable square feet (RSF), yielding approximately 176,778 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.1386 %, consisting of the entirety of 12 floors of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A and Exhibit B. The Government and the Lessor stipulate to the rentable square footage and acknowledge that storage space as noted on Exhibit A and Exhibit B throughout the building is included in the 201,281 RSF.

**1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: The entirety of the parking garage consisting of 5 levels of parking spaces as depicted on the plans attached hereto as Exhibit B, all of which shall be structured inside spaces reserved for the exclusive use of the Government, except that Lessor shall be provided with the use of two (2) reserved spaces for the Building Manager and Building Engineer. If the parking garage is not re-stripped prior to the commencement date of the Lease, it shall be re-stripped at Lessor's expense as directed by the Government as soon as practical following the commencement of the term of this Lease.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease. The Government's use of the roof for such equipment shall be subject to Lessor's reasonable approval (such as if the proposed use would cause a violation of Lessor's roof warranty), and to any laws applicable to the Government.

**1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:



	03/13/2014 - 03/12/2029	
	Annual Rent	Annual Rate/RSF
Shell Rent	\$ 7,284,493.58	\$36.19
Tenant Improvements rent <sup>1</sup>	\$ 537,286.08	\$2.669333333
Operating Costs <sup>2</sup>	\$ 2,395,243.90	\$11.90
Building Specific Security <sup>3</sup>	\$ 0.00	\$ 0.00
Total Annual Rent <sup>4</sup>	\$10,217,023.56	\$50.76
Parking Rent	\$825,682.17	
Total Annual Office and Parking Rent	\$11,042,705.73	

<sup>1</sup> Tenant Improvements of \$8,059,291.24 are included in the rent and amortized at a rate of 0% percent per annum over 15 years. See Paragraph 1.08

<sup>2</sup> The rate does not include the cost of furnishing utilities to or for a contract for the maintenance and repair of the Standalone and Supplemental HVAC units shown on Exhibit G to the Lease. See Paragraph 7.01 of the Lease.

<sup>3</sup> Building Specific Security Costs are amortized at a rate of 0 percent per annum over 15 years.

<sup>4</sup> Rates may be rounded.

LESSOR:  GOVERNMENT: 



DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) AND GLOBAL BOMA SUMMARY	22	A
PARKING PLAN(S)	5	B
GSA FORM 3517B GENERAL CLAUSES	33	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	D
SMALL BUSINESS SUBCONTRACTING PLAN	14	E
SECURITY UNIT PRICE LIST	2	F
LIST OF SUPPLEMENTAL AND STANDALONE HVAC UNITS AND PROPOSAL FOR THE MAINTENANCE AND REPAIR	2	G
GSA FORM 1217	3	H
PRE-LEASE BUILDING SECURITY PLAN	18	I
GSA FORM 12000 FOR PRE-LEASE FIRE AND LIFE SAFETY	14	J
SCHEDULE FOR ABAAS COMPLIANCE	13	K
SCHEDULE FOR FIRE LIFE-SAFETY COMPLIANCE	1	L
SECURITY ATTACHMENT	3	M
ELEVATOR MODERNIZATION PLAN	31	N
MARK-UP ATTACHMENT	1	O

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$45.59 per ABOA SF OR \$8,059,291.24. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 0.00 percent.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)**

The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the TIA. The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope, however, the portion of the rental payments attributable to amortization of the TIs shall not be reduced. The TI Allowance (TIA) of Paragraph 1.03 A note 1 shall be available for use by the Government at any time during the 15 year term. The TIA may be used for all of the hard costs associated with the TI, including paint, carpet, partitions, doors, lights, ceilings, window film, electrical and mechanical work and architectural and engineering costs associated with the TI. In addition, up to \$2,012,810.00 of the TIA (\$10.00/RSF) (Restricted Amount) may be used for furniture, fixtures and equipment (FF&E) provided that the Lessor retains ownership of the FF&E items purchased with TIA, or for costs associated with the maintenance of and utilities for the Supplemental and Standalone HVAC units on Exhibit G. Lessor shall periodically, but not less than once a year, notify the Government of the remaining balance in the TIA and in the Restricted Amount. Any unused amounts of the TIA at the end of the term will not be returned to the Government.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)**

For pricing TI Costs as defined herein, the following rates shall apply for the initial build-out of the Space during the first year of the Lease (March 13, 2014 through March 12, 2015). Rates thereafter shall be based on market rates at the time and shall be mutually agreed to by the Government and Lessor.

	INITIAL BUILD-OUT OR SUBSEQUENT INDIVIDUAL PROJECT
ARCHITECT/ENGINEER FEES ( \$ PER ABOA SF OR % OF CONSTRUCTION COSTS)	SEE ATTACHED EXHIBIT O
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	SEE ATTACHED EXHIBIT O
GENERAL CONTRACTORS OVERHEAD AND PROFIT	SEE ATTACHED EXHIBIT O
GENERAL CONDITIONS	SEE ATTACHED EXHIBIT O

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 100 percent. The percentage of occupancy is derived by dividing the total Government space of 201,281 RSF by the total building space of 201,281 RSF.

**1.12 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$11.90 per rentable sq. ft (\$2,395,243.90/annum).

**1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)**

In accordance with the Paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.01/ABOA sq. ft. of space vacated by the Government.

**1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$43.00 per hour per floor for the first floor

\$12.00 per hour per floor for any additional floor

Number of floors: 12

\$175.00 per hour for the entire Building

For weekends and federal holidays, there is a minimum of 2 hours per usage.

Each of the foregoing rates includes engineering and administrative time as appropriate to program the equipment to operate as specified by the tenant. These rates are for the initial year of the Lease and shall be adjusted in accordance with Paragraph 2.08.

**1.15 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day or the Supplemental and Standalone HVAC units on Exhibit G. Lessor agrees to supply the maintenance and utilities for Supplemental and Standalone HVAC units for the cost set forth in Paragraph 7.01

**1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements prior to acceptance of the Space:

- A. Prior to the commencement of the Lease term, Lessor shall complete a modernization of the Building meeting the requirements of Paragraph 3.17 of the Lease as set forth in Exhibit N.
- B. The following repairs to the roof will be completed prior to the commencement of the Lease term:
  - a. Replace the metal edge flashing at the east side of the penthouse roof;
  - b. Cover exposed extruded polystyrene insulation with a layer of filter fabric and redistribute ballast to cover filter fabric at cooling tower and penthouse roofs;
  - c. Remove and replace polyurethane sealant at all penthouse wall control joints above the main roof, surface-mount metal counter-flashings above the cooling tower roof, eyebolts at the main roof and metal edges at the penthouse;
  - d. Install polyurethane sealant at various penthouse wall penetrations and joints;
  - e. Repair deteriorated mortar joints on the penthouse; and
  - f. Replace a broken drain strainer at the main roof.
- C. If not done between the execution of the Lease and the commencement date of the Lease, Lessor agrees to restripe the parking garage at its expense.

LESSOR:  GOVERNMENT: 