Attachment to SLA No. 2

STANDARD FORM 2 FEBRUARY 1965 EDITION U.S. GENERAL SERVICES ADMINISTRATION

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

November 13, 2012

LEASE NO.

GS-11B-12549

THIS LEASE, made and entered into this date between **DAVID NASSIF ASSOCIATES**, a District of Columbia limited partnership, whose address is:

195 Worcester Street Suite 301 Wellesley Hills, MA 02481

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 Leased Premises:
 - a) An aggregate of 372,299 RSF (yielding approximately 302,373 ANSI/BOMA office area square feet ["ABOA"]), consisting of Above-Grade Space and Conditioned Below-Grade Space, as more particularly described below and in Exhibit A attached hereto, in the building known as Constitution Center, with its address at 400 7th Street, SW, Washington, D.C. 20024 (the "Building"), as well as fifteen (15) reserved parking spaces in the Building's parking garage as more particularly described in Paragraph 5(d) below (the "Leased Premises").
 - b) The Leased Premises consists of Above-Grade Space and Conditioned Below-Grade Space, as follows:
 - i) "Above-Grade Space": An aggregate of 361,701 RSF (yielding approximately 293,735 ABOA), as follows:
 - (1) On Floors 2 10 in the Southwest quadrant of the Building, 349,553 RSF (yielding approximately 283,782 ABOA), which constitutes that area between (x) the demising wall for the space in the Southeast quadrant to be occupied by which demising wall location is at the midpoint between column lines 8 and 9 on the Building's E Street side; and (y) the demising wall for the space in the Northwest quadrant to be occupied by which demising wall location is at column line H on the Building's 7th Street side, all as shown on the Leased Premises Layout Plans attached hereto as Exhibit A-1;
 - (2) On the Plaza level of the Building, 8,486 RSF (yielding approximately 6,953 ABOA), shown as "Area 1" on the Plaza Level Layout Plan attached hereto as Exhibit A-2; and
 - (3) On the Plaza level of the Building, 3,662 RSF (yielding approximately 3,000 ABOA), shown as "Area 2" on the Plaza Level Layout Plan attached hereto as Exhibit A-2.
 - ii) "Conditioned Below-Grade Space": On the P-1 level in the Southwest quadrant of the Building, 10,598 RSF (yielding approximately 8,638 ABOA), shown as "Conditioned Below-Grade Space" on the P-1 Level Layout Plan attached hereto as Exhibit A-3.

The enclosed Southwest quadrant elevator lobby shall be for the Government's exclusive use, subject to Paragraph 20 of this SF-2.

c) The Leased Premises shall consist of two (2) blocks of space to be occupied by no more than five (5) Federal tenant agencies (each, a "Tenant Agency," and collectively, the "Tenant Agencies"), as provided under Clause 7 (Substitution of Tenant Agency) of the General Clauses, as follows:

": an aggregate of 251,898 RSF (yielding approximately 204,597 ABOA), consisting of: (1) 232,814 HSF

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RSF (yielding approximately 94.776 ABOA) on Ploors 2.3 and 4 and 2() 3.680 RSF (yielding approximately 3.000 ABOA) on the Piaza level, to be occupied in approximately equal portions by the and the a			(yielding approximately 189,006 ABOA) on Floors 5 - 10; (2) 8,486 RSF (yielding approximately 6,953 ABOA) on the Plaza level; and (3) all of the Conditioned Below-Grade Space leased by the Government pursuant to Paragraph 1(a)(ii) above, to be occupied by the (the paragraph on the Leased Premises Layout Plans attached hereto as Exhibit A-1.
A. d) In consideration for the Lessor's delivery of "Area 2" of the space on the Plaza level in warm-lit shell condition, in the event the tenant improvements for "Area 2" of the space on the Plaza level require demolition of existing improvements; reconfiguration of the ceiling or the HVAC and other systems above the ceiling; or installation of new demising partitions, the Government shall be responsible for the cost of such improvements. e) The Leased Premises are to be used for such general office purposes and such Government support services as shall be determined by the Government and as shall comply with applicable laws and regulations. f) The Government and its agents and employees shall abide by and observe the rules and regulations attached hereto as Exhibit B and such other reasonable rules and regulations as the Lessor may promulgate from time to time for the operation and maintenance of the Building, including the Auditorium, Cafferian, Conference Center, and Fitness Center (individually, a "Building Amenity," collectively, the "Building Amenities") as described in Exhibit F attached hereto and subject to the terms and conditions of this Lease, including the Rules. The Rules may be amenitied from time to time provided that (i) a copy has been furnished to the Government; and (ii) any new Rules (1) do not materially adversely affect the Government's use and enjoyment of, or access to, the Leased Premises; and (2) are not conflict with any of the express provisions of this Lease. The Lessor shall not discriminate against the Government in the enforcement of any Rule. g) The Federal government and Federal government contractors shall be the only tenants in the Building other than retail space. For purposes of this Lease, if a Building Amenity is operated under a lease by a third party operator, it shall be deemed "retail space" or "Lease Term". The Lease Commencement Date to the Ferniage strength of the Ferniage strength and the servinder and the second promises are provision of the Rent Commenceme			RSF (yielding approximately 94,776 ABOA) on Floors 2, 3, and 4; and (2) 3,662 RSF (yielding approximately 3,000 ABOA) on the Plaza level, to be occupied in approximately equal portions by the
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January 1, 2013. The Space's "Rent Commencement Date" shall be March 1, 2014, and any Government occupancy of the Space prior to such date shall be free of rent.

b) All rental payments shall be paid monthly in arrears, as adjusted by annual operating cost escalations, through the Lease Term.

Rent checks shall be payable to:

David Nassif Associates 195 Worcester Street Suite 301 Wellesley Hills, MA 02481

or made in accordance with the provision on electronic payment of funds of Clause 24 (Electronic Funds Transfer Payment) of the General Clauses attached hereto as Exhibit H.

Rent for a period less than a month shall be prorated.

- c) The Letter Contract provided that because the Government is not using a broker for this transaction, the Lessor would make available a credit reflective of a tenant-side broker commission. However, the Letter Contract did not specify a commission amount or a methodology to calculate the commission. The Lessor and the Government have agreed that: (i) the credit due to the Government (the "Credit") is provided by the credit of the total contract value; and (ii) the Credit will be taken as an addition to the TIA.
- Neither the Government nor the Lessor have early termination rights except as otherwise provided under the General Clauses attached hereto as Exhibit H.
- 5. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - a) Except as otherwise set forth in this SF-2, all services, improvements, alterations, repairs, and utilities and the Warm Lit Shell (as defined below) as provided for in this Lease.
 - b) Tenant Improvement Allowance:
 - Notwithstanding anything to the contrary contained in the Solicitation for Offers attached hereto as Exhibit G (the "SFO"), the annual rental rates set forth in Paragraph 3 above for the Above-Grade Space and the Conditioned Below-Grade Space include a TIA of \$13,909,158, based upon: (a) \$46.00 per ABOA x 293,735 ABOA for the Above-Grade Space; and (b) \$46.00 per ABOA x 8,638 ABOA for the Conditioned Below-Grade Space, amortized at an annual interest rate of zero percent (0%) over the Term, equating to \$4.60 per ABOA per year. The TIA shall be applied toward the cost of designing, engineering, and constructing the improvements needed to provide occupancy and use of the Leased Premises (the "Government Project").
 - ii) The Government shall be responsible for the cost of the Government Project, and the TIA will begin to be applied to the cost of the Government Project once the cost of the Warm Lit Shell, as defined below, has been expended. The Lessor shall be responsible for the cost of the Warm Lit Shell.
 - iii) Except as otherwise provided in this Lease, the Government shall have the full latitude to direct disbursement of the TIA in accordance with the SFO. The parties shall execute a Supplemental Lease Agreement upon the Government's acceptance of the entire Leased Premises as substantially complete that memorializes the amount of the TIA utilized. The actual cost of the Government Project will be determined by the competition and cost proposals as set forth in SFO Paragraph 5.2 (Tenant Improvements Pricing Requirements). The Government reserves the right to return to the Lessor any unused portion of the TIA in exchange for a decrease in rent.
 - c) Broker's Commission: The Lessor represents that it has not dealt with any broker other than Robert C. Hines (of FD Stonewater). The Lessor shall be solely responsible for the payment of any commission due to FD Stonewater and/or Robert C. Hines in connection with this Lease.
 - d) Parking: Fifteen (15) reserved parking spaces in the Building's parking garage are included in the rent and will be allocated among the Tenant Agencies by the Government, which shall give written notice to the Lessor of such allocation prior to December 15, 2012. In addition to these fifteen (15) spaces, each Tenant Agency shall have the option, exercisable upon the Tenant Agency's delivery of written notice to the Lessor at least thirty (30) calendar days prior to the Tenant Agency's Rent Commencement Date, to enter into a license agreement or other Lessor-acceptable arrangement.

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under which the Tenant Agency shall contract for the use by its employees and contractors, on a non-exclusive basis, of one (1) unreserved parking space for every 1,350 RSF included in the Tenant Agency's portion of the Leased Premises (the "Additional Government Parking Spaces"). Permits for the Additional Government Parking Spaces shall be available at the rate of \$225.00 per month per space in 2013, subject to annual escalation thereafter in accordance with market parking rates (not to exceed three percent [3%] annually). If any Tenant Agency fails to enter into a Lessor-acceptable arrangement under which the Tenant Agency contracts for the use of parking spaces for its employees and contractors by the deadline set forth above, any such Tenant Agency's employees and contractors shall have the right, during the period ending sixty (60) days after such deadline, to lease one (1) parking space per person on a first-come, first-served basis. Upon the expiration of such sixty (60) day period, the Lessor may lease any non-leased parking spaces to other Federal agencies or badged Federal employees or contractors, whether or not they are Building tenants or occupants.

All parking in the garage shall be subject to security controls and to such operational procedures and rules, including the use of parking permits, as the Lessor or any garage operator retained by the Lessor shall from time to time implement. Parking shall be limited to badged Federal employees or contractors. Guest parking will be permitted on a daily basis provided that spaces are available and the Lessor's security protocol and operating procedures are followed.

- e) LEED and Energy Star: The Lessor has achieved a Gold Core & Shell LEED rating for the Building, which is the only LEED certification that the Lessor is obligated to achieve notwithstanding anything to the contrary contained in the SFO or elsewhere in the Lease. In accordance with SFO Paragraph 8.3 (Energy Cost Savings), the Lessor shall achieve the Energy Star label within twelve (12) months of the Government's occupancy of the entire Leased Premises, which label shall be maintained during the Lease Term.
- f) Generator: The Government shall have the right to use a location on the roof of the Southwest quadrant selected by the Lessor in its sole discretion, at no rental charge, for the installation of an emergency backup generator (with associated fuel tank unless fuel is supplied and metered from the Building's fuel tanks in the parking garage), with not more than 500 KW capacity (the "Generator"). The specific emergency backup generator installation and specifications shall be subject to the Lessor's prior written consent, which consent may not be unreasonably withheld, conditioned, or delayed. All costs associated with the installation, maintenance, repair, and removal of the Generator and related equipment and systems, as well as the cost of fuel used from the Building's fuel supply, shall be the Government's sole responsibility.
- Telecommunication Space: Use of up to one hundred (100) square feet, as designated by the Lessor, within the rooftop area on the north side of the Building shown conceptually as the communications area on the plan attached hereto as Exhibit C, for the installation of communications equipment and related antenna (the "Rooftop Communications Facility"). The Government's specifications for the Rooftop Communications Facility shall be subject to the Lessor's prior written consent, which consent may not be unreasonably withheld, conditioned, or delayed, provided such Rooftop Communications Facility is comparable to rooftop installations typically found in comparable Washington, D.C. office buildings. There will be no rental charge for the use of the aforesaid rooftop area, but all costs associated with the installation, maintenance, and repair of the Rooftop Communications Facility shall be the Government's sole responsibility. Notwithstanding the foregoing and subject to the limitations set forth in Paragraph 18 of this SF-2, if the Government desires to obtain only cable/satellite television service in the Leased Premises by means of cable/satellite television antennae(s) or dish(es), the Government shall have the non-exclusive right to use a portion of the Rooftop Communications Facility, no greater than sixteen (16) square feet in area in a reasonable location determined solely by the Lessor, to install up to five (5) (one [1], but only one [1], for each Tenant Agency) cable/satellite television antennae(s) or dish(es) standing at, or being located on a raised platform constructed by the Government that is, no less than nine feet (9'-0") in height above the Building's roof, including related cabling and conduit, all at the Government's sole cost and expense and all subject to the Government having obtained the Lessor's prior written consent thereto, which consent may not be unreasonably withheld, conditioned, or delayed. Access to the Building roof to install, maintain, or repair the Rooftop Communications Facility shall be coordinated in advance with the Building's property manager.
- h) Risers: Subject to the limitations set forth in Paragraph 18 of this SF-2, the Government and its telecommunications vendors may use the Government's pro rata share, based on its Percentage of Occupancy (as defined in the SFO), of the Building's risers.
- The base rate for annual operating cost adjustments is \$3,315,286.99, based upon the Government-verified GSA Form 1217 attached hereto as Exhibit L, which shall be adjusted annually in accordance with SFO Paragraph 4.3 (Operating Costs)
- j) The Leased Premises shall be measured in accordance with SFO Paragraph 4.1 (Measurement of Space). Pursuant to SFO Paragraph 4.1, the "Common Area Factor" for the Southwest quadrant of the Building is calculated to be 1.2313, as calculated: 372,299 RSF/302,373 ABOA. The Government and the Lessor shall each have the option upon substantial completion of the entire Leased Premises to confirm and remeasure the Leased Premises's square footage in accordance with SFO Paragraph 4.1 and ANSI/BOMA Standards. If such remeasurement results in the need for an adjustment under

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ANSI/BOMA standards, the parties shall execute a Supplemental Lease Agreement reflecting the adjustment to the Leased Premises's square footage and all of the Lease's economic terms based on the adjusted square footage.

- 6. No provision of this Lease shall have any effect on the Lessor's rights with regard to any claim against that the Lessor may have or desire to assert in connection with the Letter Contract or the Modification, including the Definitized Lease, or both, or any default thereunder, including but not limited to: (i) the reduction in committed square footage or any other difference in terms between the Letter Contract, the Modification, including the Definitized Lease, and this Lease; (ii) the steps taken by the Lessor in an effort to mitigate damages resulting from any such difference in terms, including the Lessor's entry into leases with and form; or (iii) the design, engineering, construction, equipping, and furnishing of approximately 60,000 RSF of space for the Northwest quadrant of the Building. Notwithstanding the above, matters relating to the Letter Contract and the Modification arising from events prior to the transfer of the Definitized Lease to GSA via Transfer Letter effective June 29, 2012, are between the Lessor and and not GSA as assignee under this Lease, including any dispute relating to unilateral definitization of the Letter Contract through the Modification.
- 7. The following are attached and made a part hereof:

Exhibit A, Floor Area Measurements - 1 page;

Exhibit A-1, Leased Premises Layout Plans Showing Approximate Boundaries of Leased Premises on Floors 2-10 - 4 pages;

Exhibit A-2, Plaza Level Layout Plan - 1 page;

Exhibit A-3, P-1 Level Layout Plan - 1 page:

Exhibit B, Rules - 2 pages:

Exhibit C, Rooftop Plan Showing Communications Facility Area - 1 page:

Exhibit D, Warm Lit Shell Work Obligations - 3 pages;

Exhibit E, Plan Showing Required Cable Tray Pathways - 1 page;

Exhibit F, Building Amenities Description, Terms and Conditions - 3 pages;

Exhibit G, SFO No. SEC-DC-0006, dated 6/17/2010, pages 1-54;

Exhibit H. General Clauses, GSA Form 3517B - 33 pages;

Exhibit I, Representations and Certifications, GSA Form 3518 - 7 pages;

Exhibit J, Fire Life Safety Evaluation - 13 pages;

Exhibit K, Prelease Security Report - 19 pages; and

Exhibit L, GSA Form 1217 - 1 page.

8. If any provision of this SF-2, including the continuation pages of this SF-2 (the "Continuation Pages") (Pages 7-16), which Continuation Pages containing Paragraphs 9-27 are attached and made a part of this SF-2, is inconsistent with any provision in any other document that comprises this Lease, the provision of this SF-2 shall govern.

to have hereunto subscribed their names as of the date first above written.					
Par	tner				
	<u> </u>	(Address)			
	Administration				
		Contracting Officer			
		(Official Title)			
					

Initials:

Government