

(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 [REDACTED] (the "[REDACTED]"), as more particularly shown as "[REDACTED]" on the Leased Premises Layout Plans attached hereto as Exhibit A-1.

ii) [REDACTED]: an aggregate of 120,401 RSF (yielding approximately 97,776 ABOA), consisting of: (1) 116,739 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 [REDACTED] and the [REDACTED], with portions of Floor 3 to be shared use.

The Leased Premises's per level and per floor RSFs and ABOAs are also set forth in the table attached hereto as Exhibit A.

- d) In consideration for the Lessor's delivery of "Area 2" of the [REDACTED] Space on the Plaza level in warm-lit shell condition, in the event the tenant improvements for "Area 2" of the [REDACTED] 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 (collectively, the "Rules"). The Government shall also have a non-exclusive right to use the common areas of the Building, including the Auditorium, Cafeteria, 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 amended 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 in 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."
2. TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for the firm term of ten (10) years beginning on the Rent Commencement Date for the [REDACTED] Space (the "Lease Commencement Date"), subject to any termination rights as may be hereinafter set forth (the "Term" or "Lease Term"). The Lease Commencement Date shall be no later than March 1, 2014. If the Rent Commencement Date (as defined below) for the [REDACTED] Space is prior to March 1, 2014, a composite Rent Commencement Date and Lease Commencement Date will be established based on all Rent Commencement Dates in accordance with the percentage of space occupied earlier by [REDACTED]
3. The Government shall pay the Lessor the estimated annual rent of \$16,511,546.80 for Years One-Five of the Lease Term, based upon: (a) \$44.80 per RSF x 361,701 RSF for the Above-Grade Space; and (b) \$29.00 per RSF x 10,598 RSF for the Conditioned Below-Grade Space, payable at the estimated rate of \$1,375,962.23 per month in arrears; and the Government shall pay the Lessor the estimated annual rent of \$17,339,083 for Years Six-Ten of the Lease Term, based upon: (a) \$47.00 per RSF x 361,701 RSF for the Above-Grade Space; and (b) \$32.00 per RSF x 10,598 RSF for the Conditioned Below-Grade Space, payable at the estimated rate of \$1,444,923.58 per month in arrears. The rental rate includes the \$46.00 per ABOA tenant improvement allowance more particularly described in Paragraph 5.b below (the "TIA").
- a) The Lessor will deliver the Leased Premises in two phases (each, a "Phase," and collectively, the "Phases"), one for the [REDACTED] Space and the other for the [REDACTED] Space, as more particularly described in the project schedules as shall be agreed to by the parties no later than November 15, 2012 (thereafter, the "Project Schedule"). Notwithstanding any Lease provision to the contrary, the Lessor shall not be required to obtain a Certificate of Occupancy for a Phase prior to its delivery in order for the Phase to qualify as "substantially complete" or to achieve "substantial completion" unless a Certificate of Occupancy (or other documentation under which the District of Columbia permits occupancy and use of space) can be obtained prior to the Government's installation of its furniture, fixtures, and equipment. The [REDACTED] Spaces's "Rent Commencement Date" shall be the earliest to occur of: (i) March 1, 2014; (ii) ninety (90) days after the [REDACTED] Space is deemed substantially complete and ready for occupancy; or (iii) the date that [REDACTED] fully occupies the [REDACTED] Space. The parties agree to make good faith efforts to accelerate the [REDACTED] Space's "Rent Commencement Date" by commencing construction of the improvements for the [REDACTED] Space by no later than

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Lessor Government

January 1, 2013. The [redacted] Space's "Rent Commencement Date" shall be March 1, 2014, and any Government occupancy of the [redacted] 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 [redacted], which is equal to [redacted] (%) of the total contract value; and (ii) the Credit will be taken as an addition to the TIA.
- 4. 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:
 - i) 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

Initials: [Signature] & [Signature]
Lessor Government

