GSA National Capital Region

APR 20 2011

(b) (6) [redacted]
Vornado/Charles E. Smith
2345 Crystal Drive
Suite 1000
Arlington, VA 22202

Re: Freedom of Information Act (FOIA) Request No. 193067

Dear (b) (6) [redacted]

This letter is in response to your Freedom of Information Act (FOIA) request, dated April 1, 2011, in which you requested:

- GS-11B-02244, 2800/2900 Crystal Drive GSA SF-2 19,713
- GS-11B-02276, 8111 Gatehouse Road GSA SF-2 57,652
- GS-11B-02263, 999 North Capitol Street GSA SF-2 45,073
- 1615 M Street NW, Merit System Protection Board SF-2 46,286

Enclosed is a copy of the requested information. This completes the action on your request. Should you have any questions, please do not hesitate to contact Toni Slappy, FOIA Coordinator, at (202) 619-6200.

Sincerely,

(b) (6) [redacted]

Claire L. Fortune
Director
Office of Organizational Resources
Public Buildings Service

Enclosure

U.S. General Services Administration
301 7th Street, SW
Washington, DC 20407-0001
www.gsa.gov

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION (FPR 41 CFR) 1D16.601	**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**
DATE OF LEASE FEBRUARY 18, 2011	LEASE # **GS-11B-02244**

THIS LEASE, made and entered into this date between 2800/2900 Crystal Drive Property, LLC

Whose address is: 2800/2900 Crystal Drive Property, LLC
770 Township Line Road, Suite 150
Yardley, PA, 19067

And whose interest in the property hereinafter described is that of 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 **23,215** BOMA Rentable Square Feet (BRSF) [equivalent to **19,713** ANSI BOMA Office Area Square Feet (BOASF)] of office and related space, located on the entire 3rd floor **(18,071BRSF/15,345BOASF)**, and a portion of the 4th floor **(5,144 BRSF/4,368BOASF)** of the South Tower in the office building known as Potomac Gateway, located at 2900 Crystal Drive, Arlington, Virginia 22202-3556. To be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit - floor plans of leased premises).

2. TO HAVE AND TO HOLD said premises with their appurtenances for a Five (5)-Year Firm term beginning upon the lease commencement date determined in accordance with Section 3.17 "Construction Schedule of Tenant Improvements" of the SFO and ending five (5) years later, subject to the renewal right hereinafter set forth.

3. The Government shall pay Lessor a total annual rent of **$783,394.62 ($33.74/BRSF ($33.745191471 which is equivalent to $39.74/BOASF)** at the rate of **$65,282.88** per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) [redacted], and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 07-016. Notwithstanding the forgoing, payment by the Government of the first (1st) month of rent for this lease shall be abated in the sum of **$65,282.88** as set forth in paragraph 6.f below. The operating cost base includes the daytime cleaning premium of **$.10/BOASF**. Rent checks shall be made payable to: 2800/2900 Crystal Drive Property, LLC. 770 Township Line Road, Suite 150, Yardley, PA, 19067.

   The Government's percentage of occupancy for real estate tax purposes shall be **13.6203093** which is equivalent to **13.62%** based on **23,215BRSF/170,444BRSF**, subject to confirmation of the total rentable area of the building.

4 (Intentionally deleted)

5. The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rent of $888,859.17 ($38.29/BRSF ($38.288139996 which is equivalent to $45.09/BOASF), payable at the rate of $74,071.60 per month in arrears. The operating cost base and base year real estate taxes shall be recalculated for a new 12-month period at the beginning of the option term. The Government shall exercise its renewal option if at all by providing the Lessor with written notice of the Government's intent to exercise such option at least **180** days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR _____ GOV'T _____

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

a) FIRE & LIFE SAFETY: Notwithstanding any other provision of the Lease, prior to substantial completion of the leased premises. The Lessor shall correct all deficiencies and comply with all recommendations and findings of the Fire Protection & Life Safety Evaluation Report (SFO Attachment #4) prepared by a Certified Fire Protection Engineer evidencing full compliance with all Fire Protection provisions of the Lease, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of Attachment #4 which are set forth in Rider # 1 attached hereto.

b) TENANT IMPROVEMENTS: The annual rental rate recited in paragraph 3 includes amortized Tenant Improvement Allowance (b) (4) [redacted] The Government will amortize the TIA at an annual interest rate of (b) (4) [redacted] per annum over the firm term of the lease. The Government shall have the right to repay the TIA via lump sum payment to the Lessor as additional rent. Upon completion of tenant improvements and acceptance thereof by the Government a Supplemental Lease Agreement (SLA) shall be executed by both parties memorializing the amount of tenant improvement funds used by the Government, the payment method and any change in the rental payment.

c) The general contractor's total fees for overhead and profit shall not exceed 6% and the general contractor's fee for general condition shall not exceed 6%. The Lessor's total construction management and coordination fees for the tenant improvements for the Government's space shall not exceed 6%. Architecture & Engineer fees, if any, shall not exceed $1.00/BOASF. All such fees will be paid for out of the T/I Allowance.

d) Pursuant to paragraph 7.0 & 7.1 of the SFO: Utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday, excluding Saturdays and Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be $35.00 per hour, beyond Normal Hour Schedule. These rates shall escalate in a manner consistent with, the Operating Cost Escalation, in paragraph's (3.7 & 3.8) of the SFO.

e) Daytime Cleaning: The rate for daytime cleaning is $0.10 per BOASF which is included in the rent.

f) The Government shall be entitled to a rent credit in the amount of $65,282.88, to be applied against the first month rental payment until exhausted.

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

1) SOLICITATION FOR OFFERS (SFO) #07-016, 48 PAGES
2) FIRE SAFETY RIDER # 1, 1 PAGE
3) SECURITY RIDER # 2, 1 PAGE
4) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
5) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
6) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
7) ATTACHMENT #4 TO THE SFO, 17 PAGES
8) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 1 PAGES
9) GSA FORM 1364 & THE ATTACHMENT, 4 PAGES
10) GSA FORM 3517B GENERAL CLAUSES, 32 PAGES
11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
12) FLOOR PLAN "EXHIBIT A" 2 PAGES

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

LESSOR: 2800/2900 Crystal Drive Property, LLC.

By (b) (6) [redacted]

Senior Vice President
Title

By Brian J. Fitzgerald

IN PRESENCE OF (b) (6) [redacted]

Address 770 Township Line Road, Suite 150, Yardley, PA, 19067

UNITED STATES OF AMERICA

BY (b) (6) [redacted] TITLE CONTRACTING OFFICER, GSA, NCR,

TC Harston

STANDARD FORM 2 FEBRUARY 1965 EDITION

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION (FPR 41 CFR) 1D16.601	**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**
DATE OF LEASE FEBRUARY 18, 2011	LEASE # **GS-11B-02276**

THIS LEASE, made and entered into this date between 8111 Gatehouse Investors, LLC

Whose address is: 8111 Gatehouse Investors, LLC
770 Township Line Road, Suite 150
Yardley, PA, 19067

And whose interest in the property hereinafter described is that of 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 70,056 BOMA Rentable Square Feet (BRSF) [equivalent to 57,652 ANSI BOMA Office Area Square Feet (BOASF)] of office and related space, located on the entire 2nd floor (41,571BRSF/34,166BOASF), and a portion of the 3rd floor (28,539 BRSF/23,486BOASF) in the office building known as 8111 Gatehouse, located at 8111 Gatehouse Road, Falls Church, Virginia 22042-1213. To be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit - floor plans of leased premises).

2. TO HAVE AND TO HOLD said premises with their appurtenances for a Five (5)-Year Firm term beginning upon the lease commencement date determined in accordance with Section 3.17 "Construction Schedule of Tenant Improvements" of the SFO and ending five (5) years later, subject to the renewal right hereinafter set forth.

3. The Government shall pay Lessor a total annual rent of **$2,319,339.96 ($33.11/BRSF ($33.106942446 which is equivalent to $40.23/BOASF)** at the rate of **$193,278.33** per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base o(b) (4) [redacted] and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 07-016. The operating cost base includes the daytime cleaning premium of $0.25/BOASF. Notwithstanding the forgoing, payment by the Government of the first six (6) months of rent for the lease shall be abated entirely in the sum of **$1,159,669.98** as set forth in paragraph 6.f below. Rent checks shall be made payable to: 8111 Gatehouse Investors, LLC. 770 Township Line Road, Suite 150, Yardley, PA, 19067.

   The Government's percentage of occupancy for real estate tax purposes shall be **24.842817** which is equivalent to **24.84%** based on **70,056BRSF/281,997BRSF**, subject to confirmation of the total rentable area of the building.

4 (Intentionally deleted)

5. The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rent **of $2,528,616.72 ($36.09/BRSF ($36.09422 which is equivalent to $43.86/BOASF)**, payable at the rate of $210,718.06 per month in arrears. The operating cost base and base year real estate taxes shall be recalculated for a new 12-month period at the beginning of the option term. The Government shall exercise its renewal option if at all by providing the Lessor with written notice of the Government's intent to exercise such option at least **180** days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

LESSOR _____ GOV'T _____

a) FIRE & LIFE SAFETY: Notwithstanding any other provision of the Lease, prior to substantial completion of the leased premises. The Lessor shall correct all deficiencies and comply with all recommendations and findings of the Fire Protection & Life Safety Evaluation Report (SFO Attachment #4) prepared by a Certified Fire Protection Engineer evidencing full compliance with all Fire Protection provisions of the Lease, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of Attachment #4 which are set forth in Rider # 1, attached hereto.

b) TENANT IMPROVEMENTS: The annual rental rate recited in paragraph 3 includes amortized Tenant Improvement Allowance (b) (4) [redacted] The Government will amortize the TIA at an annual interest rate of (b) (4) [redacted] per annum over the firm term of the lease. The Government shall have the right to repay the TIA via lump sum payment to the Lessor as additional rent. Upon completion of tenant improvements and acceptance thereof by the Government a Supplemental Lease Agreement (SLA) shall be executed by both parties memorializing the amount of tenant improvement funds used by the Government, the payment method and any change in the rental payment.

c) The general contractor's total fees for overhead and profit shall not exceed 6% and the general contractor's fee for general condition shall not exceed 5%. The Lessor's total construction management and coordination fees for the tenant improvements for the Government's space shall not exceed 5%. Architecture & Engineer fees, if any, shall not exceed 6%. All such fees will be paid for out of the T/I Allowance.

d) Pursuant to paragraph 7.0 & 7.1 of the SFO: Utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday, excluding Saturdays and Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be $50.00 per hour, beyond Normal Hour Schedule. These rates shall escalate in a manner consistent with, the Operating Cost Escalation, in paragraph's (3.7 & 3.8) of the SFO.

e) Daytime Cleaning: The rate for daytime cleaning is $0.25 per BOASF which is included in the rent.

f) Certain items or conditions in this solicitation are proposed to be accepted "As Existing". Lessor represents that such items are in good repair and 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 continued occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time the lease commencement or by any other specified date (s). Further the Lessor is to maintain (or replace, if necessary) such items or conditions so that they remain in "good repair and tenantable condition" throughout the term of this lease. Lessor is not relieved from requirements contained in the lease for future alteration, replacements, construction and/or improvements. If replacement is to becomes necessary, such replacement must be no less than equal in quality and function, to the existing item.

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

1) SOLICITATION FOR OFFERS (SFO) #07-016, 48 PAGES
2) FIRE SAFETY RIDER # 1, 1 PAGE
3) SECURITY RIDER # 2, 1 PAGE
4) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
5) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
6) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
7) ATTACHMENT # 4 FIRE AND LIFE SAFETY EVALUATION, 11 PAGES
8) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 2 PAGES
9) GSA FORM 1364 & THE ATTACHMENT, 4 PAGES
10) GSA FORM 3517B GENERAL CLAUSES, 32 PAGES
11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
12) FLOOR PLAN "EXHIBIT A" 2 PAGES
13) GIRARD ENGINEERING HVAC LETTER DATED, OCTOBER 22, 2010, 1 PAGES
14) RTKL NON-COMPLIANCE MATRIX DATED OCTOBER 27, 2010, 6 PAGES

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

LESSOR: 8111 Gatehouse Investors, LLC.

(b) (6) [redacted]

By: Brian J Fitzgerald

Senior Vice President

Title

IN PRESENCE OF (b) (6) [redacted]

Name: Scott S Killie

Address: 770 Township Line Road, Suite 150, Yardley, PA, 19067

UNITED STATES OF AMERICA

BY (b) (6) [redacted] TITLE CONTRACTING OFFICER, GSA, NCR,

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	U.S. GOVERNMENT LEASE FOR REAL PROPERTY
DATE OF LEASE: March 3, 2011	LEASE #GS-11B-02263

THIS LEASE, made and entered into this date between Union Square 941 Property, LP

Whose address is: 601 13th Street, NW
Suite 300
Washington, DC 20005-3807

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 approximately 52,881 **BOMA Rentable Square (RSF), [yielding 45,073 ANSI/BOMA Office Area Square Feet (BOASF)]** of office and related space, located on the entire 4th floor yielding (36,443 BRSF/31,062 BOASF) and a portion of the 3rd Floor in Suite 300 yielding (16,438 RSF/14,011 BOASF) in the office building known as **Union Square North**, located at 999 North Capitol Street, NE, Washington, DC 20002-2005. See Exhibit A & B, hatched area of floor plan.

   To be used for office and related purposes as determined by the Government.

****

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning upon the lease commencement date determined with "Attachment #2 Construction Schedule" and ending FIVE YEARS later, subject the renewal right hereinafter set forth.

****

3. The Government shall pay the Lessor an annual rent of $2,073,520.74 ($45.78/BOASF + $10,078,.80 parking) at the rate of $172,793.39 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) [redacted] base year real estate taxes, 2 (two) reserved parking permits at a monthly rate of $419.95 per reserved parking permit or $10,078.80 annually for the firm term of the lease, and $180,292.00 to amortize the tenant improvement allowance of $901,460.00 ($20.00/BOASF) at zero (0%) percent annual interest. Payment of CPI adjustments to the operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 07-014. The operating cost base includes the daytime cleaning premium of $1.00/BOASF. Notwithstanding the foregoing, payment by the Government of the first six (6) months of rent for the office portion of the lease shall be abated in the sum of $1,031,720.97 as set forth in paragraph 6 (f) below. Rent checks shall be payable electronically to **Union Square 941 Property, LP** (See form 3881 ACH form made part of this lease).

4. (Intentionally Deleted)

5. The Government shall have the right to one (1) renewal option for a five (5) year firm term at an annual rental rate **$2,192,801.45** which is equivalent to **$48.65/BOASF ($47.65/BOASF + $1.00/BOASF for daytime cleaning)**, at the rate of **$182,733.45** per month in arrears. The operating cost base and base year real estate taxes shall continue to be calculated over the original base amounts during the option term. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing the day after the date of mailing. The rent recited in this paragraph does not include any costs for parking permits. Should the Government continue to require parking permits for Government-Owned Vehicles (GOV), the parties shall negotiate market rental rates for said parking permits. The cost of these permits shall be added to the annual and monthly rents recited in this paragraph.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
   EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

a) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Solicitation Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.

b) Tenant Improvements: Upon completion of improvements, if any, by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. Tenant improvements financed by the Lessor shall be amortized at the rate of (b) (4) [redacted] for improvements up to (b) (4) [redacted] For tenant improvements between (b) (4) [redacted] (b) (4) [redacted] hat are financed by the Lessor, the annual interest rate shall be (b) (4) [redacted] Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than $(b) (4) [redacted] ($42.08/BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment in accordance with the SFO section 3.

c) The Government, including individual Government employees, shall have the right to acquire up to 53 parking permits at market rates, which rates are currently $190 per unreserved permit and $380 per reserved permit.

d) The Government's percentage of occupancy for real estate tax purposes shall be 16.41%, based on 52,881 RSF / 322,231 RSF, subject to confirmation of the total rentable area of the entire building.

e) The general contractor's total fees for overhead and profit shall not exceed 4% and the general contractor's fees for general conditions shall not exceed 2%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall be 2%, and architecture & engineering fees, if any, shall not exceed $3.85/BOASF. All of these fees will be paid for out of the Tenant Improvement Allowance.

f) The Government shall be entitled to a rent credit of $1,031,720.97, to be applied against the first month's rent payments and continuing into subsequent month's rent until fully exhausted.

g) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services, including personnel, and shall not exceed $80.00 per hour for the firm term of this lease. The Lessor shall provide equipment and actual bills for said services. The Lessor shall allow access to roof location cooling system, such access to be separately metered to operate 24/7 LAN room HVAC unit.

h) The building shall be in full compliance with ANSI/American Society of Mechanical Engineers safety code, and Lessor shall ensure the freight elevator shall meet ABAAS requirements of the SFO-07-014 by September 30, 2011.

i) Pursuant to section 3.13 in case of failure on part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of $1,800.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government.

j) Pursuant to section 3.15 the adjustment for vacant premises shall be $3.15/BOASF. Such adjustment shall be given only if the Government vacates 5,000 or more BOASF.

k) Lessor and the Government have agreed to a schedule for the design, construction and delivery of space. The agreed upon schedule is attached as Attachment #2 Construction Schedule. The start date for the initial task shall commence upon the full execution of this Lease. The start dates for all subsequent tasks shall adjust accordingly with the durations for each task remaining the same. Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under the agreed upon construction schedule, such failure shall constitute "delay," unless it is Excusable Delay. Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delays shall equal the total number of days of delay for a given stage of the schedule. Delay in substantial completion shall then be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate. If Government Delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of Government Delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for variable services and utilities not provided to the premises. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the "Occupancy Date" paragraph of the SFO, unless otherwise agreed to by the Government. Following lease award the parties will meet and negotiate in good faith in an attempt to agree upon a revised schedule that achieves, at no additional expense to either party, a final completion date which might be sooner than is set forth in the schedule attached to the Lease as Attachment #2 Construction Schedule. Absent such an agreement, Attachment #2 Construction Schedule will govern.

LESSOR_____ GOV'T_____

EXCEPTION TO SF2 APPROVED

l) Tenant shall have the right, in a location reasonably determined by Landlord, for the installation, operation and maintenance, at Tenant's expense, of two (2) satellite dishes or antennas and other related communications equipment ("Antenna"), (1) subject to the requirements of any law, ordinance, rule or regulation of any applicable governmental authority, including without limitation zoning and historic preservation laws, ordinances, rules and regulations, as well as any restrictive covenants encumbering the Building, (2) provided such use does not unreasonably interfere with the rights of other tenants in the Building to use the same for their existing antenna or any rights to install an antenna thereon set forth in a then existing written agreement, (3) subject to and in accordance with Landlord's review and approval of Tenant's requirements (including use, height, size, weight, installation requirements, etc.), which approval shall not be unreasonably withheld, delayed, or conditioned, and (4) provided such Antenna is not greater than one (1) meter in diameter, does not occupy more than a three foot by three foot area of roof space and is not more than three (3) feet in height. Tenant, at its sole cost and expense, will be responsible for the repair of any roof damage caused by the installation, ongoing use, maintenance or removal of such devices.

7. The following are attached and made a part hereof:
   1. Solicitation For Offers (SFO) # 07-014, 52 pages
   2. Security Rider, 1 page
   3. Fire & Life Safety Rider, 1 page
   4. Solicitation Attachment #1, Rate Structure, 1page,
   5. Attachment #2 Construction Schedule, Below 92,000 BOMA Office Area Square Feet, 1 page
   6. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
   7. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation, 7 pages
   8. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
   9. GSA Form 1364, Proposal To Lease Space, and its attachment, 4 pages
   10. GSA Form 3517, General Clauses, 32 pages
   11. GSA Form 3518, Representations and Certifications, 7 pages
   12. Floor Plan of Leased Area, 2 pages

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.
LESSOR: Union Square 941 Property, LP

By: CDT/Union Square 941 GP LLC,

BY (b) (6) [redacted]
BY [redacted]

IN PRESENCE OF (b) (6) [redacted]
Lauren Madden

ADDRESS

6922 Hollywood Blvd, Ste 900, Los Angeles, CA

UNITE (b) (6) [redacted]
BY [redacted] RACTING OFFICER, GSA, NCR

STANDARD FORM 2
FEBRUARY 1965 EDITION

EXCEPTION TO SF2 APPROVED

AB

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**
DATE OF LEASE: MAR 28 2011	**LEASE No.** GS-11B-02249

THIS LEASE, made and entered into this date between 17M Associates, whose address is:

c/o Boston Properties, Inc.

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 46,429 BOMA Rentable Square Feet (BRSF) equivalent to 39,648 BOMA Office Area Square Feet (BOASF) consisting of a subtotal of 46,286 BRSF equivalent to 39,505 BOASF of office space, consisting of the entire fifth (5th) floor containing 23,143 BRSF and the entire sixth (6th) floor containing 23,143 BRSF ("Office Space"), and a subtotal of 143 BOASF of storage space on the first (1st) floor ("Storage Space") as shown in the floor plans attached as Exhibit A and made part hereof, as well as two (2) reserved parking spaces on-site for Official Government Vehicles (at no additional cost to the Government) with an additional twenty (20) unreserved on-site parking spaces made available at prevailing market rates, in the building known as Sumner Square and located at 1615 M Street, NW, Washington, DC 20036

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a TEN (10) YEAR firm term commencing on June 1, 2010 through May 31, 2020 ("Lease Term").

3. The Government shall pay the Lessor annual rent of $1,715,156.00 (consisting of $1,712,582.00 for 46,286 BRSF of Office Space at $37.00 per BRSF and $2,574.00 for 143 BOASF of Storage Space at $18.00 per BOASF) at the rate of $142,929.67 per month in arrears, (consisting of $142,715.17 per month for 46,286 BRSF of Office Space and $214.50 per month for 143 BOASF of Storage Space) for years one through ten of the Lease Term. Rent for a lesser period shall be prorated. The annual rent shall include the operating expense and real estate tax base and be subject to operating expense and real estate tax adjustments during the lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to: 17M Associates, c/o Boston Properties Limited Partnership, P.O. Box 3557, Boston, MA 02241-3557, or in accordance with instructions on electronic payment of funds to be supplied to the Government by the Lessor upon request.

4. Commission and Commission Credit - The Lessor has agreed to a lease commission of 3% of the firm term value of this lease excluding rent due for the Storage Space portion of the leased premises, payable in accordance with SFO Number 9DC2260. The total amount of the commission is $513,774.60. In accordance with the "Broker Commission and Commission Credit" paragraph of SFO Number 9DC2260, the Broker shall forego 34% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is $174,683.36. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in SFO Number 9DC2260, as well as the agreement dated September 27, 2010 between Lessor and Jones Lang LaSalle.

Notwithstanding Paragraph 3 of this Standard Form 2, the monthly installments of annual rent due under this lease for the first (1st) and second (2nd) months of the Lease term shall be reduced as follows to fully capture this Commission Credit. Because the commission credit total is $174,683.36, the credit for the first (1st) month shall be $94,500.58 and thus the rent due for the first (1st) month shall be $48,429.09 and the credit for the second (2nd) month shall be $80,182.78 and thus the rent due for the second (2nd) month shall be $62,746.89.

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

A) All services, improvements, alterations, repairs, and utilities as defined by this lease, including the terms in SFO Number 9DC2260.

B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a $8.59 per BOASF ($7.33 per BRSF) Tenant Improvement allowance amortized at 0.0% over the firm term equaling $.86 per BOASF per year ($0.73 per BRSF). The total amount of the Tenant Improvement allowance is $340,454.67 ("Allowance"). The Government shall be entitled to utilize the Allowance to pay for Tenant Improvements per the SFO performed by the Lessor at the Government's expense. The Government and Lessor shall memorialize close out of the tenant improvement allowance within thirty six (36) months of lease commencement. Any remaining unobligated funds shall be taken as a credit against the next month's rent.

C) The adjustment for vacant premises shall be $1.26 per BOASF per annum.

D) The shell lease rate is $28.63 per BOASF ($24.44 per BRSF), which shall be flat during the firm term of the Lease.

E) The Real Estate Tax Base shall be established and then taxes shall be adjusted annually in accordance with Paragraph 4.2 of SFO Number 9DC2260. The Government's percentage of Occupancy is 22.25% for tax purposes, as calculated 46,429 BRSF/208,655 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.

F) Pursuant to Paragraph 4.1 of SFO Number 9DC2260, the "Common Area Factor" is calculated to be 1.1710, as calculated: 46,429 BRSF/39,648 BOUSF.

G) The base amount for annual operating costs adjustments is $560,570.00 ($12.07 per BRSF/$14.14 per BOASF) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO Number 9DC2260.

H) Notwithstanding anything to contrary or the attachments thereto to the contrary, the rate for overtime HVAC services shall be in accordance with the Attachment #1 included herein.

I) Pursuant to paragraph 1.1(B) of SFO Number 9DC2260, the two (2) "Official Government" reserved on-site parking spaces discussed in Paragraph 1 of this Standard Form 2 shall be at no additional charge to the Government and the Lessor shall make available for lease at least twenty (20) unreserved parking spaces. The cost for Unreserved Parking for the Government occupants shall be at the prevailing market rate.

J) Pursuant to Paragraph 3.2(B) of SFO Number 9DC2260, for the construction of the Government's tenant improvements through December 31, 2011 the general contractor's total fees for overhead and profit shall not exceed 7%, the total fees for general conditions shall not exceed 8% and the Lessor's fee shall not exceed 7%.

K) The Lessor, at its sole cost, shall complete all of correction items outlined in the Final Fire Protection and Life Safety Report.

L) If there is any conflict between this SF-2 and the balance of the Lease, the terms specified in this SF-2 shall govern.

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

A) Exhibit A – Floor plans of leased premises, 3 pages
B) Solicitation For Offers No. 9DC2260, 51 pages
C) Pre-Lease Security Plan, 6 pages
D) Final Fire Protection and Life Safety Report, 31 pages
E) Rider #1-Fire Protection and Life Safety, 1 page
E) Attachment #1 – Overtime HVAC Services, 1 page
F) GSA Form 1217 - Lessor's Annual Cost Statement, 1 page
G) GSA Form 3517B – General Clauses, 33 pages
H) GSA Form 3518 – Representations and Certifications; 7 pages
I) Small Business Subcontracting Plan, 14 pages
J) Broker Commission Agreement, 3 pages

LESSOR GOV'T

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

17M Associates

By: _____

Raymond A. Ritchey
Executive Vice President

c/o Boston Properties
505 9th Street, NW, Suite 800
Washington, DC 20004

(Address)

Date: (b) (6) [redacted] December 14, 2010

IN PRESENCE (b) (6) [redacted]

_____

(Signature)

c/o Boston Properties
505 9th Street, NW, Suite 800
Washington, DC 20004

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY (b) (6) [redacted]

Kevin Terry

Contracting Officer
(Official title)