

AMENDED AND RESTATED
U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE AWARD February 1, 2002
DATE OF AMENDED AND RESTATED LEASE April 23, 2004

LEASE NO. **GS-11B-01477**

THIS AMENDED AND RESTATED LEASE, made and entered into this date by and between

JBG/FEDERAL CENTER, L.L.C., a Delaware limited liability company

whose address is c/o The JBG Companies
4445 Willard Avenue, Suite 400
Chevy Chase, Maryland 20815

hereinafter called the **Lessor**, and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:

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

1. The Lessor hereby leases to the Government the following described premises:

[See Section 2.1 of this Lease]

to be used for such purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the firm term beginning on [See Section 2.2 of this Lease] through [See Section 2.2 of this Lease], subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$[See Sections 3.1 and 2.1.2 of this Lease] at the rate of \$[See Section 3.1 of this Lease] per month in arrears. In the event the term of the Lease starts 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 shall be payable to: [See Section 3.4.2 of this Lease.]

4. The Government may terminate this Lease pursuant to Section 5.1.5 if the Lessor fails to timely provide the Government with the evidence of capability to perform set forth in Section 5.1.2 or fails to satisfy the other obligations set forth in Section 5.1. of this Lease, as such time frame may be extended by the Government in its sole discretion, or may terminate this Lease pursuant to Section 5.7.11 in case of failure on the part of the Lessor to commence, diligently pursue and/or complete the work within the time fixed in the Project Schedule, other than as a result of Excusable Delay or Government Delay (or make arrangements for the same which are satisfactory to the Government). Once such financing has been obtained and such other obligations have been satisfied and once all or any portion of the Leased Premises has been Substantially Completed by the Lessor and has been accepted by the Government, the Government shall have no right to terminate the Space Lease portion of this Lease except as expressly set forth herein. The foregoing shall not diminish or affect any other rights or remedies held by the Government and described herein.

5. This Lease may be renewed at the option of the Government, for the following terms and at the following rentals:

[See Section 2.3 of this Lease]

provided notice be given in writing to the Lessor at least [See Section 2.3.3 of this Lease] days before the end of the original lease term or applicable renewal 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.


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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- (i) the obligations of the Lessor with respect to the Space Lease and the Service Agreement (as defined in this Lease);
 - (ii) the design and construction of the Base Building (as described and defined in this Lease);
 - (iii) a Fit-Out Allowance (as defined in this Lease) equal to Twenty Three Million Seven Hundred Ninety Three Thousand One Hundred Fifty Nine and No/100 Dollars (\$23,793,159) to be used and applied as directed by the Government to pay for the cost of the design and construction of the Fit-Out (as described and defined in this Lease); and
 - (iv) 145 reserved parking spaces in the parking structures to be constructed by Lessor as part of the Facility (as further described and defined in this Lease); and
 - (v) the other obligations of the Lessor pursuant to the Lease Agreement attached to this Standard Form 2 and incorporated herein by this reference.
7. The following are attached and made a part hereof:

Lease Agreement, Lease No. GS-11B-01477, pages 1 - 308

Schedule 2.1.a	Legal Description of Site (5 pages)
Schedule 2.1.b	Legal Description of Southwest Plaza (2 pages)
Schedule 2.1.c	Legal Description of Building 170 Parcel (2 pages)
Schedule 2.1.d	Plat of Site, Southwest Plaza and Building 170 Parcel (1 page)
Schedule 2.5.2	Tenant Enhancements (3 pages)
Schedule 2.5.5	Construction Estimate - Summary (1 page)
Schedule 2.5.7	Uses of Funds/Total Project Costs (2 pages)
Schedule 2.5.8	Bidding Package Schedule (1 page)
Schedule 2.5.9	Developer's Fee (1 page)
Schedule 2.5.10	Architect's Fee (1 page)
Schedule 2.5.11	Architect's Subcontractors (1 page)
Schedule 2.7.1	GSA Form 1217 (1 page)
Schedule 2.17.a	Environmental Mitigation Measures (25 pages)
Schedule 5.1.2	Development Team Personnel (2 pages)
Schedule 5.1.2(b)	District of Columbia Approvals (1 page)
Schedule 5.1.4(a)(ii)	Preliminary Equity Draw Schedule (1 page)
Schedule 5.1.4(a)(vi)	Government's Financing Savings Share (1 page)
Schedule 5.4.5	Project Schedule (Required Delivery Dates) (22 pages)
Schedule 5.5.1.a	Site Plan (1 page)
Schedule 5.5.1.b	Building Elevations (4 pages)
Schedule 5.5.1.c	Building Sections (1 page)
Schedule 5.5.1.d	Typical Floor Lay Out (2 pages)
Schedule 5.5.1.e	Typical Floor Plan (8 pages)
Schedule 5.5.1.f	Massing Model (1 page)
Schedule 5.5.1.g	Floor Plate Concept (1 page)
Schedule 5.5.1.h	Approach to the Project (9 pages)
Schedule 5.5.1.i	Scheduled Concrete Number (5 pages)
Schedule 6.2	Preliminary O&M Plan (47 pages)
Schedule 8.7.28	Blast/Special Security Firm and Lead Engineer Requirements (9 pages)
Schedule 9.38	Lessor's Small Business, Small Disadvantaged Business and Small Women-Owned Business Subcontracting Plan (6 pages)
Schedule 10.1.a	Financial Statements of Funding Sources (6 pages)
Schedule 10.1.b	Representations and Certifications (GSA Form 3518) (5 pages)

In no event will information within any Schedule indicate in any way the cost assignment between Base Building

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and Fit-Out or whether any particular items shall be treated as Base Building or Fit-Out for the purposes of this Lease.

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

N/A

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

LESSOR:

JBG/Federal Center, L.L.C.

BY: JBG/SEFC Investor, L.L.C., its sole member

By: JBG/Company Manager, L.L.C., its Operating Member

BY

NAME:

Benjamin R. Jacobs

Managing Member

IN PRESENCE OF:

NAME:

Robert A. Stewart

ADDRESS:

4445 Wisconsin Ave
Cherry Chase Md

UNITED STATES OF AMERICA, by the GENERAL SERVICES ADMINISTRATION

BY

NAME:

JOEL BERELSON

OFFICIAL TITLE:

Contracting Officer

STANDARD FORM 2
FEBRUARY 1965 EDITION

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