

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE **DEC 29 2011**

LEASE NO. LDC02231

THIS LEASE, made and entered into this date between **International Bank for Reconstruction & Development**  
whose address is **1818 H Street, NW**  
**Washington, DC 20433-0001**

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.

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

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

A total of 463,151 BOMA Rentable Square Feet (RSF) (yielding approximately 379,747 ANSI/BOMA Office Area Square Feet (ABOA SF)) and consisting of the entire building of 12 floors, Mezzanine Level (except a communication room (M142)), the entire B-1 level (except Room 133) and all of the B-2 level (except for a data center of 24,604 ABOA SF), located at 600 19<sup>th</sup> Street, NW, Washington, DC 20006-4300 to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT together with 25 reserved parking spaces in the building's structured parking garage (the "Building"). (See floor plans of leased premises, parking plans, site plans, and BOMA summary included in Attachment A). The space will be used for office and related purposes that are not inconsistent with applicable laws, regulations, or zoning orders.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing in accordance with the terms of the Solicitation for Offers # 9DC2562, as amended (SFO), including SFO Paragraphs 1.9 and 5.11, and General Clauses 12 and 20, and continuing for 15 years from the commencement date, 10 years of which are firm unless sooner terminated in accordance with the terms of the Lease. All references to the SFO shall be the SFO as amended and attached as Attachment B to this SF 2. The lease commencement date of the firm term shall be established in accordance with the schedule, Attachment J.


3. The Government shall pay the Lessor annual rent of \$22,972,289.60 (\$49.60/RSF) at the rate of \$1,914,357.47 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **International Bank for Reconstruction & Development, 1818 H Street, NW, Washington, DC 20433-0001**, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the monthly shell rent shall be partially abated during the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> full months of the lease term, in equal monthly amounts of \$1,186,901.63, for a total amount of \$3,560,704.89, as more fully set forth below in Paragraph 6(D) of this SF 2.

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4. (Intentionally Deleted)

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5. (Intentionally Deleted)

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

A. All services, utilities, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments are included as a component of the rent, except as otherwise specifically provided in the Lease.

B. The base building design and construction shall meet or exceed the requirements of the SFO, except as otherwise provided in this SF 2.

C. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$17,312,665.73 (\$45.59/ABOA SF). Such Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO. This Tenant Improvement Allowance is included in the rent, with the \$45.59/ABOA SF being amortized at a rate of 0% over the ten-year firm Lease term. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement Allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment" and Paragraph 5.2 "Tenant Improvements Pricing Requirements," provided however that any unused portion of the Tenant Improvement Allowance shall be applied against the rent next due, rather than to reduce the rent over the firm term of the Lease. SFO Paragraphs 3.3.A.2 and 3.3.A.3 (3) are deleted in their entirety. All tenant improvements shall meet the requirements of the SFO and its attachments, including the Government's Program of Requirements (the cover of which is Attachment L hereto) and all updates thereto.

D. In accordance with SFO Paragraph 2.4 "Broker Commission and Commission Credit" of the Lease, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the aggregate value of the lease as defined by the SFO for the ten years firm term of the Lease. Based upon the rental amount stated herein, the total amount of the commission ("Broker Commission") is [REDACTED] of [REDACTED]. The balance of the total cooperating commission shall be applied to the shell rent as the Commission Credit ("Commission Credit"). The Lessor agrees to pay the Broker Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit," SFO Paragraph 2.4. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. The Commission Credit is [REDACTED] and shall be paid as free rent in equal monthly installments of [REDACTED] during the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> months of the lease. The Lessor agrees to pay Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004, the Broker Commission less the Commission Credit in the sum amount of [REDACTED] which shall be due to Studley, Inc. [REDACTED] or [REDACTED] upon execution of this Lease by the Government and [REDACTED] or [REDACTED] upon the earlier of the occupancy of at least 50% of the premises by the Government or the lease commencement date and payable within 30 days of the receipt of an invoice.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell portion of the rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the lease term and continue as indicated in this schedule for adjusted Monthly Rent:

Upon final acceptance of the Premises as evidenced by execution of a Supplemental Lease Agreement (SLA), in the event the rental amount increases or decreases from the amount stated herein, the commission percentage stated herein shall be applied to the revised rental amount to determine the revised Broker Commission and Commission Credit amounts and documented on the referenced SLA.

First Month's Rental Payment of \$1,914,357.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment of \$1,914,357.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent; and

Third Month's Rental Payment of \$1,914,357.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

E. For purposes of SFO Paragraphs 4.2 and 4.3, as of the date hereof, the Government's percentage of occupancy is 93.12%, based on occupancy of 463,151 RSF in a building of 497,389 RSF. Evidence of payment of applicable taxes shall be furnished as provided by SFO Paragraph 4.2(C).

F. For purposes of SFO Paragraphs 4.3, as of the date hereof, the operating cost base is \$4,436,986.58 or \$9.58 per RSF for 463,151 RSF or \$11.6841 per ABOA SF for 379,747 ABOA SF.

G. Pursuant to SFO Paragraph 4.1 "Common Area Factor", the Add-On Factor is determined to be 1.21963044 calculated as follows: 463,151 RSF/379,747 ABOA SF.

H. In connection with the buildout of initial tenant improvements the following markups, fees, and design costs shall apply: (i) Lessor's Supervision, Management, Overhead and Profit – 1.5%, (ii) General Contractor's Overhead and Profit - 3%, (iii) General Conditions – 5%; and (iv) architectural/engineering costs (including all architectural and engineering services and specialty consultants as set forth in SFO Paragraph 5.11, information technology, audio-visual, and security consultants) shall be \$3.55/ABOA SF which shall also include cooperation and coordination with the Government's architect/engineer and specialty consultants. If the Government requests work in excess of the Tenant Improvement Allowance, the cost of the excess work shall include an amount equal to the projected interest at 8% per annum, from the time that the cost of the excess work is incurred until paid. The Tenant Improvement Allowance shall be exhausted before the cost of any work includes an amount for interest. The interest cost shall be separately itemized in any cost proposals.

I. The Government hereby declines to exercise its option pursuant to SFO Paragraph 1.2(F) of the SFO, to accept a credit in lieu of the Warm Lit Shell items set forth in that Paragraph. Lighting, ceiling tile and grid, and new interior partitions shall be furnished in entirely new materials, except as otherwise mutually agreed by the parties. Lessor will furnish all of the building shell requirements that are set forth in the SFO.

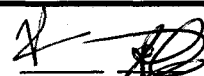
J. Pursuant to SFO Paragraph 4.5, as part of the rental consideration set forth in Paragraph 3 of this SF 2, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 7:00 pm, Monday through Friday, excluding Saturdays, Sundays and federal holidays ("Normal Hours Schedule"). Pursuant to SFO Paragraph 4.6, overtime HVAC service shall be provided beyond the aforementioned Normal Hours Schedule, as follows: (1) overtime beyond the above-referenced Normal Hours Schedule for after hours, weekends and holidays shall be provided at a rate of \$40.00 per hour per zone on floors 2-12; and (2) \$120 per hour on the first floor which has 3 zones. Floors 2-5, each have 4 zones and Floors 6-12, each have 2 zones. If the HVAC Overtime is for eleven (11) or more zones, the charge will be \$440.00 an hour without regard to the number of zones. A minimum of three hours shall be charged for usage on weekends and federal holidays. The foregoing overtime HVAC rates shall be increased annually by 3% over the prior year's overtime HVAC rates. The foregoing overtime HVAC rates are inclusive of all utilities, materials, labor, maintenance, service and engineering fees. Pursuant to SFO Paragraph 1.6, utilities required to provide 24x7 HVAC in the spaces or for other special equipment when installed by or on behalf of the Government shall be separately metered at Government expense and the Government shall be directly responsible for the cost of such utilities.

K. The adjustment to the rent for space previously occupied by the Government and then vacated is \$2.00 per ABOA SF. The adjustment shall be made on a floor-by-floor basis and only if the Government vacates at least one-half of the ABOA SF leased on the floor vacated.

L. Pursuant to SFO Paragraph 4.9, daytime cleaning is included in the rent.

M. As part of the Lessor's building shell obligation under the Lease, and as required by SFO Paragraph 1.2(A), Lessor agrees to obtain from the US Green Building Council Leadership in Energy and Environmental Design (LEED) Existing Building (EB) Silver certification no later than one (1) year following the lease commencement date or as soon thereafter as reasonably possible, but in any event no later than two (2) years following the lease commencement date. Such LEED-EB certification shall be in addition to the LEED-CI Silver certification required by SFO Paragraph 1.2(B). In the event that any decision or decisions by the Government with respect to the tenant improvements create inconsistencies with the LEED Scorecards set forth in Attachment K (one Scorecard is related to the LEED-EB and one is related to the LEED-CI), Lessor shall so inform the Government in writing and present reasonable alternatives that are compliant, including obtaining alternative points or alternative ways to achieve that point. The Government may elect to proceed with its decision notwithstanding the notice by Lessor of its inconsistency with one or both LEED Scorecards. In that event, Lessor shall be relieved of the requirement to obtain LEED-CI Silver certification and/or LEED-EB Silver certification requirements, as applicable, provided that Lessor has obtained all of the other required points set forth on the applicable Scorecard(s), and not obtained a sufficient number of the alternative points. Alternative points are the ones shown on the LEED Scorecards in the column marked with "?", but not counted upon to obtain a Silver certification.

In the event that any decision or decisions by the Government with respect to the tenant improvements is inconsistent with obtaining the planned credits (not including the column marked "?") on the LEED-CI Scorecard in

  
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the area of Energy and Atmosphere and Indoor Environmental Quality, Lessor shall so inform the Government in writing and present reasonable alternatives that are compliant, including obtaining alternative points or alternative ways to achieve that credit involved. In the case the Government elects to proceed with tenant improvements that do not achieve the planned credits identified on the LEED-CI Scorecard or an alternative to obtain the credits identified on the LEED-CI Scorecard in the areas of Energy and Atmosphere and Indoor Environmental Quality, then in that case Lessor shall not be required to achieve the 30% energy reduction requirement set forth in Paragraph 11.1 of the SFO provided that Lessor achieves as much of the reduction as reasonably possible in light of the Government's tenant improvement decisions.

N. Pursuant to SFO Paragraphs 10.13 and 10.22 of the SFO, the Government has full security control over all parking areas, surface or structured. The annual rent set forth in Paragraph 3 above includes twenty-five (25) reserved parking spaces in the building. In addition, the Government will, by SLA or separate agreement, lease the entire garage other than the 25 spaces included in the rent for the annual rate of \$640,560.00 per year. The right to use the entire garage shall commence with the first occupancy by the Government of the building and the rent shall commence on the lease commencement date. Commencing on the first anniversary of the Lease, the annual parking rates for the entire garage shall escalate annually by three percent (3%) over the prior year's rate.

O. Prior to substantial completion and acceptance, Lessor agrees to furnish an updated SFO Attachment C for Fire Protection and Life Safety Evaluation. Lessor shall ensure and provide as necessary at Lessor expense, all Fire and Life Safety improvements of this SFO to ensure that the building meets all local and national codes including NFPA 101. Lessor agrees to make improvements specified as part of Attachment C and as recommended by GSA fire safety review as set forth in the attached Rider that is part of Attachment C. All improvements specified as part of Attachment C must be made prior to the Government's acceptance of the first phase of the premises unless indicated otherwise on the Rider.

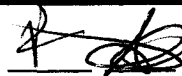
P. Prior to acceptance of the first phase of the premises as substantially complete, Lessor agrees to furnish a seismic certification showing that the building construction substantially complies with Paragraph 2.2 "Seismic Safety" of the SFO.

Q. Lessor and the Government have agreed to a schedule for the design, construction and delivery of space that is consistent with the terms set forth in the SFO and that provides for phased delivery, acceptance, and occupancy. The agreed upon schedule is attached as Attachment J and the timeframes and dates set forth in the schedule shall control the respective obligations of the parties. The start date for the initial task shall commence in accordance with the schedule, Attachment J. The start dates for all subsequent Tenant Improvement 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 shall constitute "delay," unless it is Excusable Delay or does not otherwise result in a delay in the actual substantial completion date. 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.

The rent commencement date shall be determined in accordance with the schedule, Attachment J. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities (Base Cost of Services per line 27 of the Form 1217) of the vacant 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" SFO Paragraph, unless otherwise agreed to by the Government. Each day of Lessor Delay will be governed by SFO Paragraph 5.6.

R. The Government hereby acknowledges that George Washington University (GWU) has an option to purchase the Building. Lessor may terminate the lease effective no earlier than August 1, 2022, and no later than November 1, 2022 in the event that the option to purchase the Building is exercised by providing written notice to the Government on or before December 31, 2020. The notice shall include Lessor's determination of the effective date of the Lease termination within the period set forth above. Lessor agrees to provide the Government with copies of any notices Lessor receives from GWU with respect to exercise of the purchase option and to keep the Government informed should GWU not elect to exercise such purchase option.

S. The Government is hereby granted a no-cost purchase option (the "Purchase Option"), to purchase the building at its then-fair market value in the event that the Lease is not terminated as set forth in Paragraph 6 (R) of this SF 2. Under the terms of the option: 1) the Government may notify Offeror of its non-binding intention to purchase the building effective August 31, 2022, at any time between December 31, 2020 and March 1, 2021; 2) if the parties

  
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cannot agree as to the then-fair market value, it shall be determined by the three broker method using baseball arbitration as set forth below; 3) the determination of fair market value shall be completed no later than August 31, 2021; and 4) the Government shall have until May 31, 2022 to notify Offeror of its final determination as to whether to purchase the building at the agreed upon or determined fair market value. The parties agree that if the Government chooses to exercise the Purchase Option, the price shall be the Fair Market Value of the building ("Fair Market Value"). If the parties cannot agree upon the then Fair Market Value, the Fair Market Value shall be determined in accordance with the appraisal procedure described below:

Within thirty (30) days of receipt of notification of the Government's non-binding intention to purchase the building, each party will engage an independent broker, who will be reputable and knowledgeable of the downtown Washington, DC commercial real estate market with a minimum of 15 years professional experience, to make the respective determination of Fair Market Value. Said determination will be accomplished by June 30, 2021. If the determinations of Fair Market Value are within five percent (5%) of each other, the Fair Market Rent will be the average of the two brokers' determinations. If they are greater than five percent (5%) apart from each other the two brokers will select a third broker (consistent with the qualifications above) within thirty (30) days of the receipt of the original determinations to select which of the brokers' determinations is most accurate in his/her opinion. Said determination will be completed within thirty (30) days of the selection of the third broker, and will be binding on both parties. The Lessor and the Government shall each pay the fee of the broker selected by it, and they shall share equally the payment of the fee of the third broker, if applicable.

At any time following the timely issuance of the notification of the Government's non-binding intention to purchase, the Government shall have the right, exercisable by written notice submitted to the Lessor prior to May 31, 2022 to exercise the Purchase Option provided herein, it being understood that the period between the determination of Fair Market Value and May 31, 2022 is necessary for the Government to secure all necessary funding and approvals. If the Government does not timely send any such written notice, the Government will be deemed not to have elected to exercise the Purchase Option. If the Government exercises the Purchase Option as set forth above, the Lessor and the Government shall execute such documents as are necessary to complete the purchase of the building at the Fair Market Value.

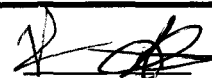
T. The term "operational cost savings" as used throughout SFO Paragraph 8.3 means that there is a reduction in operational costs to the Lessor through the application of building improvements that achieve cost savings over a six-year period from the installation of the building improvement sufficient to pay the incremental additional costs of making the building improvements.

U. For purposes of SFO Paragraph 1.6 Lessor shall not be required to provide services, utilities and maintenance for special equipment. Special equipment shall mean equipment installed by or on behalf of the Government that is not part of the building shell. Special equipment includes, but not be limited to dedicated/self-contained HVAC equipment, independent controls, special lighting fixtures, special storage systems, telecommunications equipment, vending machines, audio-visual equipment, and conference room equipment. Lessor shall identify any and all equipment that it believes to be special equipment within 30 days of receiving notice of the proposed installation. The parties shall memorialize the items identified as special equipment in a Supplemental Lease Agreement. Unless timely identified by Lessor and itemized in the Supplemental Lease Agreement, equipment shall not be considered special equipment. For purposes of General Clause 1(h), the term "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense, except as otherwise provided in this Lease. For purposes of SFO Paragraph 11.1, the term "metered" includes "sub-metered."

V. Access to the communications room, M142, on the Mezzanine Level and Room B-1 133 on the B-1 Level shall be on the same basis as the data center. Provided that the access is consistent with the reasonable security requirements of the Government and does not interfere with the Government's access, use and enjoyment of the leased space or the garage, the access to the data center and rooms B-1 133 and Mezzanine M142 and, during construction of the initial tenant improvements, the garage, shall not be limited by day or time, and shall include portions of the Building servicing and supporting such spaces.

W. The Government reserves the right to review the Lessor's water treatment program as provided by SFO Paragraph 9.14 and test results and Lessor will, at Government request and expense, conduct additional sampling at any time.

X. Notwithstanding the provisions of SFO Paragraph 10.29 [REDACTED] in place may remain provided that if the Contracting Officer finds any window film is showing excessive wear or damage (i.e., scratches, tears, cuts or any damage, film coming loose, or buckling) then the window film on that window will be replaced with [REDACTED]. The window film on all windows in the lobby or other locations in the building that currently have in place [REDACTED] shall be replaced if the window film shows

  
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any wear as listed above. Any replacement of damaged window film, including removing, cleaning and re-installing, will be the responsibility of Lessor, at Lessor's expense.

If there is any disagreement about the need to replace any [REDACTED] Lessor may retain, at its expense, a third party investigator to prepare a report and submit the report to the Contracting Officer for consideration on the need to replace the [REDACTED]. Following the submission of the report, the Contracting Officer shall make the final decision on the matter.

Y. Clauses 11, 15, and 16 of the General Clauses are amended as follows:

"Prior to exercising a right to terminate the Lease under General Clauses 11 or 16 or setoff for failure in performance under General Clause 15, the Government will (i) provide Lessor with written notice of the default or failure in performance and use reasonable efforts to provide such notice to a lender that has a security interest in the Building ("Lender") provided that the Government has been furnished with the address for notification to the Lender, and it is not obligated to notify more than one Lender at any given time and (ii) provide Lessor and Lender with such additional time to cure the default or failure in performance, not to exceed 90 days, as is necessary provided that Lessor or Lender shows to the reasonable satisfaction of the Government that (1) it is diligently prosecuting the work required to cure the default or failure in performance, and (2) the default or failure in performance will be cured within a reasonable period of time, as determined by the Government. Lessor's and Lender's time to cure shall be concurrent and not consecutive. Any such additional time to cure the default or failure in performance shall be conditioned upon Lessor's or Lender's continuing to diligently pursue the cure of the default or failure in performance throughout the period and upon a demonstration by the Lessor or Lender to the reasonable satisfaction of the Contracting Officer through the submission of a detailed schedule and construction management plan (including, if necessary, the use of double shifts, overtime, expedited shipping, and other appropriate acceleration strategies) that the default or failure in performance can be cured within a reasonable period of time. Lessor shall remain liable for any damages that result from its failure to perform its obligations in accordance with the Lease as provided in General Clauses 11, 15, or 16. Notwithstanding the foregoing, if the default or failure in performance is of a health or life threatening nature, the provisions of this paragraph shall not apply and the Government may exercise its rights as stated in General Clauses 11, 15, or 16. For purposes of General Clause 11, the "delivery date" shall be determined in accordance with the schedule and any adjustment for delay or excusable delay. General Clause 11(d) is deleted in entirety.


Z. The following shall be added to the end of General Clause 2 on Assignment and Subletting:

"Any subletting or assigning shall be subject to the Lessor's reasonable prior written consent. In giving or withholding its reasonable consent to assignment under General Clause 2, the Lessor may consider the creditworthiness of the proposed assignee, and assignee's comparability to the Government's as viewed by the financing markets. The failure of the Lessor to object to an assignment within fourteen (14) calendar days shall be deemed to be consent to the assignment. Notwithstanding the provision of General Clause 2, unless otherwise agreed, such subletting or assigning shall not relieve the Government of any of the obligations to Lessor under the Lease."

AA. The following shall be inserted at the end of General Clause 17:

"In addition to the provision set forth above, the Government agrees not to exercise its option to terminate the lease in the event of partial damage or destruction, and continue to pay rent for the space so long as Lessor is diligently prosecuting the repair and restoration, and all of the following conditions are met:

1. The partial damage or destruction is less than 25% of the Premises;
2. The remainder of the Premises are tenantable and may be used for the purpose for which they were leased; and
3. Lessor can demonstrate to the Government's satisfaction that the repair or restoration of the Premises to the condition that existed immediately prior to the damage or destruction can be substantially completed and the Premises reoccupied (i) within 365 days of the damage or destruction, (ii) with not less than two years remaining prior to the expiration of the firm, non-terminable term of the Lease (as of the date of partial destruction), and (iii) without unreasonable interference to the occupancy of the remainder of the Premises; and
4. Lessor gives the Government a credit for the rent paid by the Government for comparable substitute space of up to \$10.00/BRSF in excess of the rent for the same amount of space that would have been due under this lease, and reimburses the Government for its reasonable costs to move and return to the leased space."

  
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BB. The following shall be added to Clause 19 of the General Clauses:

"A list of initial alterations that may affect the base building has been provided to Lessor attached as an appendix to Exhibit J. Lessor consents to the alterations on the list that attached as the appendix to Exhibit J without requiring restoration of those alterations. The Government will be required to obtain Lessor's prior written consent for subsequent alterations, and Lessor agrees not to unreasonably withhold its consent. In that case, Lessor may condition its consent on the Government's agreement with respect to the requested alteration, to restore the premises to its condition at the time of the consent, normal wear and tear excluded. Such condition shall be stated in writing at the time of the approval. Otherwise, the waiver of restoration will apply to all subsequent alterations. Lessor shall have 14 days to approve any subsequent alterations that require approval. Unless an approval of the requested alteration is denied in writing within the time period, the alterations will be deemed approved."

CC. Nothing contained in this Lease shall constitute, or be considered to be, a limitation or a waiver of the privileges and immunities of Lessor, or the privileges and immunities of any affiliate of Lessor or member of the international banking community, which are, in each case, specifically reserved.

DD. For purposes of the provisions of General Clauses 35 and 36, Lessor may place all financial records related to the Lease (including for buildout and operations) in the custody of a third party manager (provided that Lessor may select separate third party managers to hold buildout related and operations related records). Provided that complete financial records have been furnished to the third party manager or managers, GSA's examination and audit rights will be limited to the records in the hands of the third party manager or managers.

EE. In lieu of furnishing a certificate of occupancy from the District of Columbia, Lessor may engage third party inspectors on the [REDACTED] then current list of approved Third Party Inspection Agencies (the "Approved Inspectors") to inspect all base building and tenant improvements done by Lessor in connection with the Government's initial occupancy of the premises ("Work") and deliver to the Government a certification or certifications from Approved Inspector(s) covering all such Work, which certificate contains the following certification from the [REDACTED] Third Party Inspection Approval Certificate and Report: "Based upon inspections performed under my direct supervision, and my review of substantiating reports, it is my professional judgment that, to the best of my knowledge, (a) the construction was completed as outlined by the provisions of the District of Columbia Construction Codes; and (b) the engineered systems and/or construction features are deemed, to be compliant with the relevant codes and regulations." The certificate shall also identify the Work to which it relates in an attachment incorporated by reference into the certificate.

FF. In lieu of the Disputes provision of Clause 37 of the General Clauses, the parties shall follow the Disputes provision attached hereto as Attachment M.

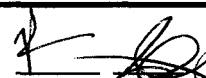
GG. The modifications to the General Clauses in paragraphs DD, EE, and FF of this SF2 are made to accommodate the unique status of the International Bank for Reconstruction and Development, and may at the option of the Government not apply in the event that the International Bank for Reconstruction and Development is not the Lessor.

HH. SFO Paragraph 3.4(A)(7)(a)(vi) requiring the Lessor to obtain the LEED-CI credit for increased ventilation is deleted in its entirety in order to promote energy efficiency.

II. In SFO Paragraph 11.1 delete the following words at the end of first paragraph: "to pay the portion of the costs, either up front or over the life of the lease, required to make the improvement "cost-effective" as defined in Section 8.3 of this SFO." and substitute in lieu thereof the following: "to pay the cost of the improvement or measure within 30 days of substantial completion." and substitute references to "renewal" in the second paragraph of SFO Paragraph 11.1 as amended with "renewable".

JJ. In SFO Paragraph 1.12.A.4, at the end of the first sentence, add the following sentence: "If the Government does not provide card reader access controls for these doors, the Lessor may provide card reader access controls at its own expense."

KK. The Government and Lessor recognize that approximately 15,000 ABOA of the space will be dedicated to a childcare facility on the first and second floors of the building in approximately the same location that was previously used for a child care facility prior to the Lease. This space is required to be built out in accordance with the terms of the GSA Child Care Center Design Guide (Guide) and the SFO. The cost of building out the space in accordance with the Guide is a tenant improvement expense that may be paid for in lump sum at substantial completion. Lessor

  
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and the Government agree to cooperate in the implementation of the terms of the Guide to the extent possible, including amending the Lease, if necessary; provided however that Lessor shall not be required to pay for any additional costs or incur any schedule delay solely by virtue of the conformance to the Guide. The Guide may be found at <http://www.gsa.gov/graphics/pbs/designguidesmall.pdf>.

LL. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

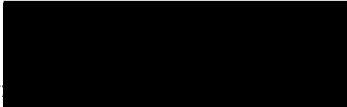
7. The following are attached and made a part hereof:

- A. Floor Plans of the Leased Premises, Parking Plans, and Site Plans – 18 pages, and BOMA Summary – 1 page
- B. Solicitation For Offers No. 9DC2562, as amended – 60 pages
- C. Pre-Lease Fire Protection and Life Safety Evaluation – 19 pages and Rider 4 pages.
- D. (Intentionally Omitted.)
- E. Pre-Lease Building Security Plan – 12 pages
- F. GSA Form 1217 – 1 page
- G. GSA Form 3517B – 33 pages
- H. GSA Form 3518 – 7 pages
- I. Small Business Subcontracting Plan – 14 pages
- J. Project Schedule - 3 pages and Appendix to Exhibit J - 1 page
- K. LEED Checklists -- 2 pages
- L. Program of Requirements Cover -1 page
- M. Disputes Provision – 3 pages

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

Paragraphs 4 and 5 of this SF 2 have been deleted in the entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.  
Lessor: **INTERNATIONAL BANK FOR RECONSTRUCTION & DEVELOPMENT**, a Public International Organization with Headquarters in Washington, D.C.

By   
Mr. I.V. Somanathan  
Director of General Services

  
ADDRESS 

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