

DATE OF LEASE:

July 14, 2011

LEASE #GS-11B-02287

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

Whose address is: c/o Akridge  
601 13<sup>th</sup> 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 15,907 BOMA Rentable Square Feet (RSF), [yielding 14,231 ANSI/BOMA Office Area Square Feet (BOASF)] of office and related space, located on a portion of the 1st Floor in Suite 100 in the office building known as Union Square North, located at 999 North Capitol Street, NE, Washington, DC 20002-4259. See Attachment 12, 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 \$694,330.49 (\$48.79/BOASF) at the rate of \$57,860.87 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$161,094.92 (\$11.32/BOASF), base year real estate taxes, and \$100,070.16 to amortize the tenant improvement allowance of \$499,081.17 (\$35.07/BOASF) at zero (0%) percent annual interest. The operating cost base includes a daytime cleaning premium of [REDACTED]/BOASF. 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 # 11-DC. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in the sum of \$231,443.48 to be applied against fully-serviced monthly rental payments for the first four (4) months of the lease term until exhausted. Rent checks shall be payable to Union Square 941 Property, LP, c/o Akridge, 601 13<sup>th</sup> Street NW, Suite 300, Washington, DC 20005-3807.

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 \$692,338.15 which is equivalent to \$48.65/BOASF ([REDACTED]/BOASF + [REDACTED]/BOASF for daytime cleaning), at the rate of \$57,694.85 per month in arrears plus accrued operating expenses from the initial term. Operating expense adjustments shall continue to be calculated from the initial base. 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.

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.

Page 1 of 3



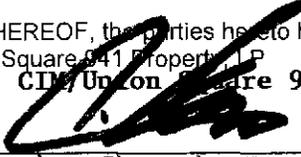
Tenant shall have the right, in a location reasonably determined by Landlord, for the installation, operation and maintenance, at Tenant's expense, of one (1) satellite dishes or antennas and other related communications equipment ("Antenna"), (1) subject to the requirements of any law, ordinance, rule 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.

k) The Lessor shall cause all cleaning within the Government's demised area to be performed between the hours of 8:30a.m. and 4:30 p.m., Monday through Friday.

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

1. Solicitation For Offers (SFO) # 11-DC, 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, 1 page

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:  **Union Square 941 GP LLC,**

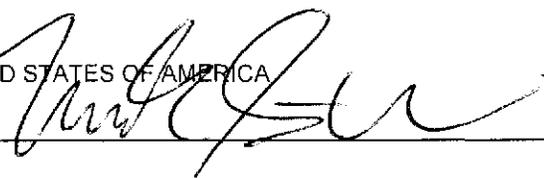
BY \_\_\_\_\_  
BY Avraham Shemesh, Treasurer

IN PRESENCE OF   
Lauren Maddox

ADDRESS

6922 Hollywood Blvd., Ste 900, Los Angeles, CA 90028

UNITED STATES OF AMERICA

BY  CONTRACTING OFFICER, GSA, NCR