

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: MAR 09 2010

LEASE No. GS-11B-02184

THIS LEASE, made and entered into this date by and between NewTower Trust Company Multi-Employer Property Trust whose address is:

c/o Kennedy Associates Real Estate Counsel, LP
1215 Fourth Avenue, Suite 2400
Seattle, Washington 98161-1085
Attn: Executive Vice President – Asset Management

and whose interest in the property hereinafter described is that of **OWNER**

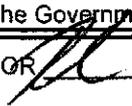
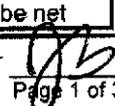
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

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

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

A total of 180,000 BOMA rentable square feet (BRSF) equivalent to 159,033 ANSI/BOMA Office Area square feet (ABOA) of office and related space, consisting of the entire Third (3rd) through Eighth Floors (8th) Floors and a portion of the Ninth (9th) Floor, being the areas cross hatched on the floor plans attached as Exhibit A and made part hereof, as well as 30 reserved parking spaces for Official Government Vehicles as shown on Exhibit B, in the building known as Patriots Plaza II and located at 375 E Street, SW, Washington, DC 20024-3221.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term commencing in accordance with Paragraph 5.12 of Solicitation for Offers No. 08-024B. The parties will execute a supplemental lease agreement (SLA) after the commencement date to memorialize the commencement and expiration dates of the lease term.
3. The Government shall pay the Lessor the annual rent of \$7,335,000.00 (\$40.75 per BRSF) at the rate of \$611,250.00 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: NewTower Trust Company Multi-Employer Property Trust c/o Kennedy Associates Real Estate Counsel, LP, 1215 Fourth Avenue, Suite 2400, Seattle, Washington 98161-1085, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the rent shall be fully abated for the first twelve (12) months of the lease term, equivalent in value to \$7,335,000.00. In addition, a portion of the monthly rent shall be partially abated during the thirteenth (13th) and fourteenth (14th) months of the lease term, in equal monthly amounts of \$376,285.50, for a total of \$752,571.00, as more fully set forth in Paragraph 6(M) below.
4. [Intentionally Deleted]
5. [Intentionally Deleted]
6. 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.
 - B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$42.08 per ABOA Tenant Improvement allowance amortized at 0.0% over the initial firm term, which amortization amount equals \$4.21 per ABOA per year. The total amount of the Tenant Improvement allowance is \$6,692,108.64. The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense.
 - C) The adjustment for vacant premises shall be \$4.64 per ABOA per annum in accordance with Paragraph 4.4 of SFO No. 08-024B.
 - D) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 55.99% for tax purposes, as calculated: 180,000 BRSF / 321,502 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

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of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.

- E) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.1318, as calculated: 180,000 BRSF/ 159,033 ABOA.
- F) The base amount for annual operating costs adjustments is \$1,236,600.00, which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO No. 08-024B. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B)(7) of the SFO. The first year of full assessment shall be the year in which the assessor has established a value for the building at full occupancy.
- G) Notwithstanding anything in the SFO or the attachments thereto to the contrary, the rate for overtime HVAC services shall be \$20.00 per hour per floor or any portion of a floor for the first 200 overtime hours and \$25.00 per hour per floor or any portion of a floor for any required overtime HVAC hours thereafter.
- H) Pursuant to Paragraph 1.1(B) of the SFO, the thirty (30) structured, reserved parking spaces discussed in Paragraph 1 of this Standard Form 2 shall be at no additional charge to the Government. The cost for Unreserved Parking for the Government occupants shall be at the prevailing rate of \$180 per month per parking space.
- I) All janitorial services outlined in paragraph 4.8 of the SFO shall be performed during Normal Hours, at no additional cost to the Government.
- J) Lessor shall incorporate into the lease the energy cost incurred by all HVAC systems during normal business hours, including supplemental HVAC. All supplemental units shall be separately metered and all costs of such supplemental units and electricity outside of normal business hours shall be paid for directly by the Government.
- K) Notwithstanding Paragraph 1.2(F) of the SFO, the Government shall accept the building's loading dock with its existing maximum ceiling clearance of 14 feet.
- L) The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall not exceed five percent [REDACTED] of the Construction Costs; (2) General Contractor's fee shall not exceed two percent [REDACTED] of the Construction Costs; (3) Architectural and Engineering fees shall not exceed [REDACTED] per ABOA; and (4) There shall be no Project Management fees as Project Management is handled outside of the Tenant Improvement Allowance pursuant to Lessor's existing contract.
- M) Commission and Commission Credit – The Lessor has agreed to pay a lease commission of [REDACTED] of the firm term value of this lease, payable in accordance with the SFO. The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (CB Richard Ellis, Inc.) shall forego [REDACTED] of the Commission ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, as well as the commission agreement between the Lessor and the Broker dated October 8, 2009.

Notwithstanding Paragraph 3 of this Standard Form 2, the rental payments due and owing under this lease for months thirteen (13) and fourteen (14) of the lease term shall be reduced as follows to fully recapture this Commission Credit. The credit for the thirteenth (13th) month shall be [REDACTED], and thus the total rent due for the thirteenth (13th) month shall be [REDACTED]. The credit for the fourteenth (14th) month shall be [REDACTED], thus the total rent due for the fourteenth (14th) month shall be [REDACTED].

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

- A) Exhibit A - Floor plans of leased area, 3 pages;
- B) Exhibit B - Location of 30 reserved parking spaces for Official Government Vehicles, 1 page
- C) Solicitation for Offers #08-024B, 55 pages;
- D) Pre-Lease Security Plan, 9 pages;
- E) Fire Protection & Life Safety Evaluation, 21 pages;
- F) GSA Form 1217, Lessor's Cost Statement, 1 page;
- G) GSA Form 3517B, General Clauses, 33 pages;
- H) GSA Form 3518, Representations And Certifications, 7 pages;
- I) GSA Form 1364, Proposal to Lease Space, 2 pages;
- J) Program of Requirements, 88 pages;
- K) Certificate of Seismic Compliance, 1 page;
- L) Small Business Subcontracting Plan, 13 pages;
- M) Security Unit Price List, 2 pages;
- N) Rider Number One, Fire Protection & Life Safety, 2 pages

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

Paragraphs 4 and 5 of this SF2 have been deleted in their entirety.

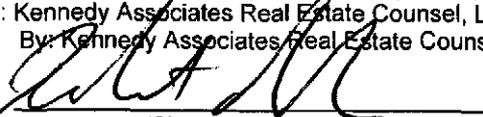
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

NewTower Trust Company Multi-Employer Property Trust

By: Kennedy Associates Real Estate Counsel, LP Authorized Signatory

By: Kennedy Associates Real Estate Counsel, GP, LLC, its General Partner

By



(Signature)

Robert Coulman, Vice President

(Printed Name and Title)

Date: January 27, 2010

7315 Wisconsin Avenue, #350W, Bethesda, Maryland 20814

IN PRESENCE OF:



(Signature)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY



Joel T. Berelson

Contracting Officer

(Official title)

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