

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

~~April 1, 2010~~

March 24, 2010

LEASE NO.

GS-01B-04759, NEG

THIS LEASE, made and entered into this date by and between Teachers Insurance and Annuity Association of America (TIAA), now referred to as the LESSOR

Whose address is: Jones Lang LaSalle Americas, Inc., on behalf of Teachers Insurance and Annuity Association of America (TIAA), 730 Third Avenue, New York, NY 10017.

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 2,508 rentable square feet (RSF) of office and related space, which yields 1,893 ANSI/BOMA Office Area square feet (USF) of space in an existing building at 99 High Street, Boston, MA 02110 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government is 1 unreserved parking space for use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on approximately April 15, 2010 and continuing through December 14, 2015, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual gross rent of \$ (\$47.21/RSF - \$62.56/USF) at the rate of \$9,867.28 per month in arrears, which includes the tenant improvements in the amount of \$39,014, amortized over the firm term of the Lease at an interest rate of 6% per year, as addressed in the SFO and other Lease documents.

Rent for a lesser period shall be prorated. In the event that electronic payment cannot be achieved under the terms of the Electronic Funds Transfer clause of the General Clauses attached to and incorporated in this Lease, rent checks shall be made payable to:

PAYEE: Teachers Insurance and Annuity Association of America (TIAA),
730 Third Avenue, New York, NY 10017.

4. The Lease expires on December 14, 2015, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (The lease Term").

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

LESSOR: Teachers Insurance and Annuity Association of America .

BY

[Signature]

(Signature)

IN PRESENCE OF

[Signature]

DIRECTOR

(Title)

UNITED STATES OF AMERICA

BY

[Signature]

(Signature)

Michael G. Strobel

Contracting Officer, General Services Administration

(Official Title)

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9MA2179 dated December 7, 2009, attached to and made a part of this Lease, subject to and consistent with the provisions of the Construction Schedule, Tenant Improvement Breakdown, and General Lease Rider, and other documents which are also attached and made a part of this Lease (the "Additional Lease Documents").
 - B. Build out in accordance with standards set forth in SFO 9MA2179 dated December 7, 2009, subject to and consistent with the Additional Lease Documents. All tenant alterations to be completed by the date indicated in the Construction Schedule as computed from the date when a Government-executed original of this Lease is delivered to Lessor. Lease term to be effective on date of substantial completion of the tenant improvements and inspection and acceptance of the space, provided that such acceptance may not be delayed upon substantial completion of the space.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following are attached and made a part hereof:
- A. Solicitation for Offers 9MA2179 dated December 7, 2009.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - D. Plan A layout.
 - E. ~~GSA Form 1217 Lessor's Annual Cost Statement~~ *MS 3/24/10*
 - F. Construction Schedule
 - G. Tenant Improvements Breakdown
 - H. General Lease Rider
 - I. 99 High Occupant's Handbook (which shall be subject to any contrary provisions in the SFO or other Lease documents and shall be equitably enforced)

This document as well as the Additional Lease Documents shall supersede any contrary terms in the SFO or other Lease documents.

7. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as presented in the attached Form 1364.

8. Tax Adjustment, The government's percentage of occupancy within the subject building for purposes of calculating future Tax Adjustments as provided by the lease, shall be .343%, based upon the total building square footage of 731,204 RSF. The current year's taxes, for the 2,508 RSF is \$22,316.98 or \$8.90/RSF.

9. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.32 CAF (2,508 RSF/ 1,893 USF).

10. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$150 per hour for heat and \$248/ hour for AC as base is established as presented in the attached Form 1364.

11. Operating Cost Base, the Operating Cost Base for the purposes for calculating future Operating Cost Adjustments as provided by the lease and its Attachments is determined to be a total of \$21,218, per annum or \$8.46 per RSF, as represented on the attached Form 1217 Annual cost Statement and Form 1364.

12. As noted above, the other Lease documents shall supersede the "Property Operations Manual" (Handbook), in event of disagreement or conflicting terms.

LESSOR

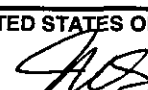
UNITED STATES OF AMERICA

BY



(Initial)

BY



(Initial)