

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

OCT 14 2010

LEASE NO.

GS-03B-09482

THIS LEASE, made and entered into this date by and between  
**JBG/Baltimore SSA, L.L.C.**

whose address is **4445 Willard Avenue, Suite 400  
Chevy Chase, MD 20815-4641**

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:

**538,000 Rentable Square Feet, yielding 468,000 ANSI/BOMA Office Area (ABOA) square feet (sf), of office and related space located at the [REDACTED] Metro West Facility, 6100 Wabash Avenue, Baltimore, MD 21215-3757, together with 1076 parking spaces.**

The space is to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See Lease Rider Paragraph Number 9 through See Lease Rider Paragraph Number 9, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of See Lease Rider Paragraph Number 9, at the rate of See Lease Rider Paragraph Number 9 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**JBG/Baltimore, SSA, L.L.C.  
4445 Willard, Avenue, Suite 400  
Chevy, Cbase, MD 20815-4641**

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

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]\*. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell 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 rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$1,740,878.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.\*

Second Month's Rental Payment of \$1,740,878.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.\*

Third Month's Rental Payment of \$1,740,878.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.\*

*[Handwritten signature]*

Fourth Month's Rental Payment shall commence in full.


\*subject to adjustment upon determination of actual TI expenditure

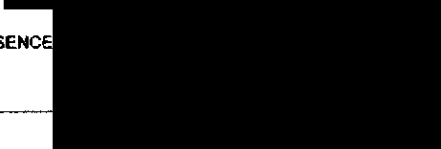
5. The following are attached and made a part hereof:

- A. Rider to Lease GS-03B-09482
- B. Solicitation For Offers # 5MD0148, inclusive of all amendments
- C. Supplemental Building Specifications dated 08/31/2009
- D. GSA Form 3517B, "General Clauses" version dated 11/05
- E. GSA Form 3518, "Representations and Certifications" version dated 01/07
- F. LEED Scorecard
- G. Small Business Subcontracting Plan dated 11/10/09
- H. Assignable Purchase Agreement (Incorporated by reference)
- I. JBG's Phase 1 SFO Technical Proposal (Incorporated by reference)
- J. JBG's Phase 2 SFO Technical Proposal (Incorporated by reference)
- K. Wage Determination Rates - Modification #14 dated 08/14/2009 (Incorporated by reference)

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

LESSOR **JBG/Baltimore SSA, L.L.C.**

BY  \_\_\_\_\_ Authorized Signatory  
(Signature) TITLE

IN PRESENCE  \_\_\_\_\_ 4445 Willard Ave.  
Cherry Chase, MD 20815  
(Address)

UNITED STATES FEDERAL ACQUISITION SERVICE ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY  \_\_\_\_\_ Contracting Officer  
(Official title)