DONATION AGREEMENT
BETWEEN THE DISTRICT OF COLUMBIA GOVERNMENT
AND BOSTON PROPERTIES, Inc. ("Agreement")

1. BOSTON PROPERTIES, Inc. ("Donor") agrees to make a donation to DISTRICT DEPARTMENT OF
TRANSPORTATION ("DDOT") of two hundred fifty thousand dollars ($250,000) to be used as set forth in this
Agreement. The donation is being given without any expectation of special treatment by the government.

2. The donation will be used to assist DDOT with the design, engineering, and construction of a new traffic signal at
the intersection of 22nd and I streets, NW. The donation is for an authorized purpose because it is consistent with the
functions and purposes of DDOT, a District of Columbia government agency.

3. The donation is being made on the condition that the agency agrees to use the donation for the particular purpose
stated in this agreement. If DDOT does not use the full balance of the financial donation, the Donor gives its express
consent and authorization to the agency to use the remaining balance in the same or subsequent fiscal years for the
same or similar authorized purpose, as reviewed and approved by the D.C. Ethics Officer. Otherwise, the
Government of the District of Columbia will mail a refund check to the donor in the amount of any remaining
balance.

   □ Yes, with my consent all remaining funds may be applied toward another D.C. Government program with a similar
   purpose in this fiscal year or subsequent years.
   □ No, please refund all remaining funds to the donor.
   □ Not Applicable

   Please check the appropriate box.

4. The Donor has agreed to donate any additional funds necessary to complete the design, engineering, and
construction of a new traffic signal at the intersection of 22nd and I streets, NW. If additional funds are necessary
and commercially reasonable, DDOT will provide the Donor with invoices from the District's contractor justifying
the additional expense. DDOT and the Donor will notify the Office of Partnerships and Grants Services (OPGS) of
the additional funds to be donated and document the modification in writing at that time.

5. The Donor has read and agrees to be bound by the Rules of Conduct regarding Donations set forth in Mayor’s

6. To the best of the Donor's knowledge, the Donor is not aware of any transactions pending before any agency or
the District government involving the Donor, nor any litigation pending against the government involving the
Donor, other than the pending appeal of a Zoning Commission Order by the Foggy Bottom Association to the D.C.
Court of Appeals in Case No. 07-AA-1197.
7. The District of Columbia government acknowledges that systems are in place for the donation to be accepted by the government and the use of the donation may be properly tracked as required by the Section 115 of the District of Columbia Appropriations Act, 2003, Pub. L.108-7.

**Signature of the Parties:**

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 Jake Stromhan  
 Senior Project Manager/Development  
 Authorized official representing the Donor  
 Date: 7/17/09

 Gabe Klein, Director  
 District Department of Transportation  
 Date: 7/16/09

 Director of ORGS  
 on behalf of the District of Columbia Government  
 Date: 7/16/09