

**STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601**

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

DEC 21 2004

LEASE #GS-11B-

01815

THIS LEASE, made and entered into this date between
Whose address is

AGL Investments No. 17 Limited Partnership, L.L.L.P.
c/o Amstar Group, Ltd.
1050 17th St., Suite 1200
Denver, CO 80265

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 235,746 BOMA Rentable Square Feet (BRSF), being 212,652 ANSI BOMA Office Area Square Feet (BOASF), consisting of full floors 3-13 (as noted on the attached floor plans and made part hereof) in the building located at 1425 New York Avenue, NW, Washington, DC 20005.

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 a ten (10) YEAR FIRM term. The parties will enter into a Supplemental Lease Agreement with the beginning and ending dates for this term following execution of this SF-2 by the Government.

3. The Government shall pay the Lessor an annual rent of \$10,175,748.00 (\$43.16/BRSF or \$47.85/BOASF) at the rate of \$847,979 per MONTH in arrears, subject to adjustment for increases and decreases in operating costs and real estate taxes as set forth in the lease. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$1,422,488 (\$6.03/RSF or \$6.69/BOASF), base real estate taxes and a tenant improvement allowance ("TIA") of \$8,824,207.39 (\$41.50/BOASF) at seven percent (7%) annual interest. The annual rent and operating cost base include the daytime cleaning premium of \$106,326.00 (\$0.45/BRSF or \$0.50/BOASF).

4. Rent shall be payable to AGL Investments No. 17 Limited Partnership, L.L.L.P. at the address shown above or in accordance with the provision on electronic transfer of funds.

5. ~~The government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

6. ~~This lease may be renewed at the option of the Government, for the following term and at the following rental:~~

7. 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. THIS LEASE IS FULL SERVICE.

- a) Within 30 days of lease award, the Lessor shall correct all deficiencies, to the reasonable satisfaction of the Government, per the attached Rider #1, at the Lessor's expense.
- b) Tenant Improvements: Upon completion of improvements by the Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. At the end of the third lease year, the TIA will no longer be available for use by the Government. In the event the total cost of tenant improvements is less than \$41.50/BOASF, the rent shall be adjusted

LESSOR AGL GOV'T RL (Revised 8/30/04)

in accordance with SFO section 1.11 at an amortization rate of 7 % per annum to reflect the unused portion of the TIA. In no event, however, shall the adjustment in annual rent for unused TIA exceed the amount set forth in block 4 of the attached SFO Attachment No. 1 – Rate Structure. The cost of any tenant improvements in excess of the TIA of \$41.50/BOASF shall be reimbursed by the Government in lump sum. The Architectural and Engineering fees for the alterations up to the initial TIA of \$41.50/BOASF are the Lessor's expense. The Architectural and Engineering fees for alterations above the initial TIA of \$41.50/BOASF shall be at the expense of the Government.

- c) If, and for as long as, the Government continues to lease all of the space in the building (other than the retail space), the Government shall have the right to lease the entire garage, consisting of 274 parking spaces, pursuant to the terms of a mutually acceptable parking lease to be negotiated by the parties. The Government shall be solely responsible for operating and securing the garage under any parking lease. Election by the Government to lease the entire parking garage shall be deemed to satisfy the Lessor's obligations, if any, to provide parking under any and all U.S. Government leases for space in the building. Pursuant to paragraph 7.11 of the attached SFO, the maintenance of the garage will remain the responsibility of the Lessor. The Lessor shall be entitled to terminate the parking lease with thirty days written notice at any time that the Government ceases to lease all of the space in the building. The annual rent to lease the entire parking garage shall be negotiated as an agreement separate from this lease. Upon receipt from the Government of a bona fide letter of intent to lease the parking garage, Lessor agrees to use all commercially reasonable efforts to negotiate a parking lease with the current parking operator on rental terms acceptable to the Government.
- d) The Lessor's total markup including general contractor's total fees for the initial improvements and change orders for the purpose of this lease shall be:
General Contractor's General Conditions, Overhead and Profit for TI's
General Contractor's General Conditions, Overhead and Profit for Change Orders
Lessor's Management Fees
- e) Daytime Cleaning: All janitorial work in the Government's space shall be performed anytime between 8:30 am and 4:30 pm, Monday through Friday with the exception of Federal Holidays.
- f) The Government's percentage of occupancy for real estate tax purposes shall be 85.20%, based on 235,746 RSF/276,697 RSF.
- g) The HVAC Overtime rate shall be \$TBD per half of building, per hour during the months of April to September. The HVAC Overtime rate shall be \$TBD per half of building, per hour during the months of October to March.
- h) Effective on the commencement date of this Lease as set forth in the Supplemental Lease Agreement referred to in Paragraph 2 of this SF2, this lease shall supercede and replace Lease Nos. GS-11B-10120, GS-11B-10121, GS-11B-10122, GS-11B-10123, and GS-11B-10124 and these leases will be terminated and, as such, have no further force or effect.
- i) In the case of a conflict between this GSA Standard Form 2 (SF-2) and the balance of the lease, the terms specified in this SF-2 shall govern.

MCA JR

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

1. Solicitation For Offers (SFO) # 04-001, 57 pages
2. Rider #1: Fire and Life Safety
3. Solicitation Attachment #1, Rate Structure, 1 page
4. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation, 12 pages
5. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
6. GSA Form 1364, Proposal To Lease Space, and its attachment (rev 3-21-02), 4 pages total
7. GSA Form 3517, General Clauses, 24 pages
8. GSA Form 3518, Representations and Certifications, 4 pages
9. Floor Plans of Leased Area, 11 pages
10. Small Business Subcontracting Plan - 15 pages

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

LESSOR: **AGL Investments No. 17 Limited Partnership, L.L.L.P.**
A Colorado limited liability limited partnership

By: APL General, LTD L.L.L.P.
A Colorado limited liability limited partnership
Its General Partner

By: Amstar Partners, Inc.
A Colorado corporation
Its General Partner

By: Gabe L. Finke
Its President

BY



IN PRESENCE OF

Robert Towner

BY



ADDRESS

1050 17th St. Suite 1200
Denver, CO 80265

UNITED STATES OF AMERICA

BY

Lisa A. Richmond

CONTRACTING OFFICER, GSA, NCR, WPJ



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A Colorado limited liability limited partnership
Its General Partner

By: Amstar Partners, Inc.
A Colorado corporation
Its General Partner

By: Gabe L. Finke
Its President

BY  _____

BY  _____

IN PRESENCE OF Robert Tauney

ADDRESS 1050 17th St. Suite 1200
Denver, CO 80265

UNITED STATES OF AMERICA

BY _____ CONTRACTING OFFICER, GSA, NCR, WPJ
Lisa A. Richmond