STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	U.S. GOVERNMENT LEASE FOR REAL PROPERTY
DATE OF LEASE: MAR - 3 2006	LEASE #GS-11B-01864

THIS LEASE, made and entered into this date between Sixth And E Associates, L.L.C.
Whose address is 1120 Vermont Avenue, NW, Suite 900
Washington, DC 20005

And whose interest in the property hereinafter described is that of the OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.
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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 327,663 BOMA Rentable Square Feet (BRSF) being 298,179 ANSI BOMA Office Area Square Feet (BOASF), in the entire building known as the Bicentennial Building located at 600 E Street, NW, Washington, DC 20004 as noted on the attached floor plan and made a part hereof.

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 beginning February 22, 2004 and ending February 21, 2014.

3. For the period of **February 22, 2004 to February 28, 2005**, the Government shall pay the Lessor an annual rent of $11,867,593.13 ($36.22/BRSF or $39.80/BOASF) at the rate of $988,966.09 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of $2,380,979.25 ($7.27/RSF or $7.99/BOASF), base real estate taxes and a tenant improvement allowance of $4,472,685.00 ($15.00/BOASF) at zero percent (0%) annual interest. The operating cost base includes a daytime cleaning premium of [redacted]). The annual rent also includes the utilities and preventive maintenance cost for all Government equipment installed on the premises for the period of February 22, 2004 to February 28, 2005 in the amount of [redacted]. Rent checks shall be payable to Sixth And E Associates, L.L.C. at the address shown above.

For the period of **March 1, 2005** to **September 30, 2005**, the Government shall pay the Lessor an annual rent of $11,825,166.57 ($ 36.09/BRSF or $39.66/BOASF) at the rate of $985,430.55 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of $2,380,979.25 ($7.27/RSF or $7.99/BOASF), base real estate taxes and a tenant improvement allowance of $4,472,685.00 ($15.00/BOASF) at zero percent (0%) annual interest. The operating cost base includes a daytime cleaning premium of [redacted]/BOASF). The annual rent also includes the utilities and preventive maintenance cost for all Government equipment installed on the premises for the period of March 1, 2005 to September 30, 2005 in the amount of [redacted]. Rent checks shall be payable to Sixth And E Associates, L.L.C. at the address shown above.

For the period of **October 1, 2005 – February 21, 2014**, the Government shall pay the Lessor an annual rent of $11,907,478.69 ($ 36.34/BRSF or $39.93/BOASF) at the rate of $992,289.89 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of $2,380,979.25 ($7.27/RSF or $7.99/BOASF), base real estate taxes and a tenant improvement allowance of $4,472,685.00 ($15.00/BOASF) at zero percent (0%) annual interest. The operating cost base includes a daytime cleaning premium of [redacted]BOASF). The annual rent also includes the utilities and preventive maintenance cost for all Government equipment installed on the premises for the period of October 1, 2005 to February 21, 2014 in the amount of [redacted] per year. This amount shall be confirmed annually by the Government to address the utilities and preventive maintenance cost for all Government equipment installed on the premises. Energy costs for the special equipment owned by the Government shall reflect actual PEPCO rates, estimated to be [redacted], Per Rider #4. Preventive maintenance costs for the special equipment owned by the Government shall be in accordance with Rider #4 of this lease and shall be adjusted annually to reflect any changes in the special equipment owned by the Government and for CPI adjustments, currently totaling $106,164.95. Rent checks shall be payable to Sixth And E Associates, L.L.C. at the address shown above. This amount will need to be adjusted annually based on the equipment changes made during the year, and the energy costs for the Government equipment will need to be calculated to reflect actual energy rates experienced for the year.

The Government agrees to pay interest on back rent owed for the period from February 22, 2004 to January 11, 2005.

INITIALS

4. ~~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.~~

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

6. 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 (EXCLUDING SPECIAL EQUIPMENT OWNED BY THE GOVERNMENT), AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

Within 90 days of Lease Award, Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #2, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, Rider # 1 of this lease as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.

a) Tenant Improvements: Upon completion of the tenant 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. In the event the total cost of tenant improvements is greater or less than $15.00/BOASF, the rent shall be adjusted accordingly. (See SFO section 1.11) Tenant improvements up to [redacted]BOASF shall be amortized at the annual interest rate of zero percent (0%). The Architectural and Engineering fees for the alterations up to the initial TIA of [redacted]/BOASF are the Lessor's expense. The Architectural and Engineering fees for alterations above the initial TIA of [redacted]/BOASF shall be at the expense of the Government.

c) 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 Overhead and Profit	10%
General Conditions.	4.0%
Management/Coordination Fees	5%

d) 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.

e) The Government's percentage of occupancy for real estate tax purposes shall be 100%.

f) The HVAC Overtime rate for service beyond the building's normal hours of operation during the weekdays shall be **$30.00** for the first half-floor per hour and **$1.00** for each additional half floor per hour. The HVAC Overtime rate for Saturdays, Sundays and Holidays shall be mutually agreed upon by both parties upon receipt of the necessary documentation as stated in Paragraph 1.8.B of the SFO.

g) Pursuant to Paragraph 5.18B, "Carpet – Repair or Replacement", the Lessor shall replace the carpet in the common areas of the building in conjunction with the tenant improvements that will be conducted by the Government upon execution of this lease.

h) The Lessor shall have ninety (90) days from lease award to ensure the backup generator for the space complies with local codes, including, but not limited to, NC-35 (which is 40 decibels). This rating is recommended for office space.

i) The Government shall have the right to install a second fiber entrance into 600 E Street, NW, Washington, DC.

j) 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.

k) All equipment listed in Rider #3 subject to verification by Government inspection.

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

1. Solicitation For Offers (SFO) # 04-002, 57 pages
2. Rider #1: Fire and Life Safety
3. Rider #2: Parking Garage Agreement
4. Rider #3: Preventive Maintenance Equipment List
5. Rider #4: Preventive Maintenance and Energy Breakdown
6. Rider #5: Revision to Assignment and Subletting Clause of the General Clauses
7. Solicitation Attachment #1, Rate Structure
8. Solicitation Attachment #2, Fire Protection & Life Safety Evaluation
9. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
10. GSA Form 1364, Proposal To Lease Space, and its attachment (rev 3-21-02), 3 pages total
11. GSA Form 3517, General Clauses, 24 pages
12. GSA Form 3518, Representations and Certifications, 4 pages
13. Floor Plan of Leased Area, 1 page

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

LESSOR: Sixth And E Associates, L.L.C.

BY _____ BY SYLVAN C. HERMAN
Managing Member

IN PRESENCE OF _____ ADDRESS S.C. HERMAN & ASSOCIATES, INC.
1120 VERMONT AVE. NW SUITE 900
WASHINGTON, D.C. 20005

J. SCOTT OGDEN

UNITED STATES OF AMERICA

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

STANDARD FORM 2
FEBRUARY 1965 EDITION (Revised 8/30/04)

EXCEPTION TO SF2 APPROVED