

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

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

DATE OF LEASE:

NOVEMBER 25, 2009

LEASE #GS-11B- 02161

THIS LEASE, made and entered into this date between **1735 NY AVE, LLC**

Whose address is: c/o The American Institute of Architects
1735 New York Ave, NW
Washington, DC 20006

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 approximately **51,334 ANSI BOMA Rentable Square Feet (BRSF)** being **45,834 ANSI BOMA Office Area Square Feet (BOASF)** consisting of 18,147 BRSF (16,203 BOASF) on the 5th floor, 18,147 BRSF (16,203 BOASF) on the 6th floor, and 15,040 BRSF (13,428 BOASF) on the 7th floor in the building located at **1735 New York Ave, NW, Washington, DC, 20006** as noted on the attached floor plan and made a part hereof.

To be used for office and related purposes by the [REDACTED] or as determined by the Government in accordance with Paragraph 6 of the General Clauses.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) YEAR FIRM term beginning on the lease commencement date determined in accordance with section 3.18 "Construction Schedule of Tenant Improvements" of the SFO, and ending ten (10) years later.

3. The Government shall pay the Lessor an annual rent of \$2,571,617.16 [\$50.74 / BOASF + \$246,000 for parking] at the rate of \$214,301.43 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$633,884.22 (\$13.83 / BOASF), base real estate taxes, 41 reserved parking permits at a monthly rate of \$500 per parking permit or \$246,000 annually, and \$133,462.30 to amortize a tenant improvement allowance of \$916,680.00 (\$20.00 / BOASF) at eight percent (8%) annual interest. The operating cost base includes the [REDACTED]. Beginning in the second (2nd) year of the lease and continuing on the anniversary date of the lease every year thereafter, the rate for parking shall escalate at 5% per annum and the rent shall be adjusted accordingly. Rent checks shall be payable to **1735 NY AVE, LLC**, at the address shown below:

1735 NY AVE, LLC
c/o The American Institute of Architects
1735 New York Ave, NW
Washington, DC 20006

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, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

a) Prior to substantial completion of the leased premises, the lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto and made a part hereof.

LESSOR CM GOVT [Signature]

- b) Prior to substantial completion of the leased premises, the Lessor shall ensure at its cost that the bathrooms located on each of the 5th, 6th and 7th floors are in accordance with the Architectural Barriers Act Accessibility Standard (ABBAS) pursuant to section 4.12 of SFO 07-014.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed between 8:30 am and 4:30 pm, Monday through Friday.
- d) The Government's percentage of occupancy for real estate tax purposes shall be 41.42%, based on 51,334 BRSF / 123,924 BRSF.
- e) The HVAC Overtime rate shall not exceed \$40 per hour per floor with a three floor minimum. If requested by the Government, Lessor shall submit supporting documentation, including, but not limited to, equipment inventories and technical specifications, to substantiate the rate being charged for HVAC overtime services.
- f) In connection with the buildout of tenant improvements, the following limits on markups shall apply: The general contractor's total fees for overhead and profit shall not exceed 10%, the total fees for general conditions, if applicable, shall not exceed 5% and Lessor's fees for construction management/coordination fees shall not exceed 5% and reimbursables without markup. No additional fees shall be paid to the Lessor for the above categories. Markups are subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement. These markups are for the initial space alteration, subsequent alterations are subject to the right of the Government to reasonably negotiate. Any such fees will be paid for out of the tenant improvement allowance.
- g) Prior to Government acceptance of the leased premise, the Lessor shall provide to the Contracting Officer, at the Lessor's cost, verified Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease.
- h) In the case of discrepancies between this SF-2, its riders and the remainder of the Lease, this SF-2 and its riders shall govern.

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

1. Rider 1 to SF2
2. Rider #2 - Fire & Life Safety, 1 page
3. Rider #3 - Security Requirements, 1 page
4. Solicitation For Offers (SFO) # 07-014, 48 pages
5. Solicitation Attachment #1, Rate Structure, 1 page
6. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page.
7. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
8. Solicitation Attachment #4, Fire and Life Safety Report, Including GSA Fire Protection Branch Review, pages
9. Small Business Subcontracting Plan, pages
10. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
11. GSA Form 3517, General Clauses, 32 pages
12. GSA Form 3518, Representations and Certifications, 8 pages
13. Floor Plans of Leased Area, 3 pages

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

LESSOR: 1735 NY Ave, LLC

BY: *The American Institute of Architects, Inc.*
its sole member

BY

NAME:

Christine W. McEntee

TITLE

EVP + CEO

DATE

10/14/09

IN PRESENCE OF

ADDRESS

1735 New York Ave NW

UNITED STATES OF AMERICA

BY

[Signature]
CONTRACTING OFFICER, GSA, NCR