

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

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9/15/10

LEASE # GS-11B- 02187

THIS LEASE, made and entered into this date between **Washington Office Center L.L.C.**

Whose address is: 300 D. Street SW.
Suite 630
Washington, DC 20024

And whose interest in the property hereinafter described is that of 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:

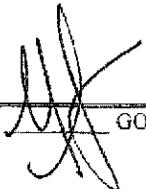
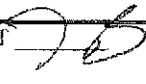
A total of **9,142 BOMA Rentable Square Feet (BRSF)** [equivalent to **7,833 ANSI BOMA Office Area Square Feet (BOASF)**] of office and related space, located on the 3rd floor in suite 310, in the office building known as Washington Office Center, with the address being 409 3rd Street SW, Washington, DC 20024. (See Exhibit A hatched area of the floor plans).

To be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD said premises with their appurtenances for a Five (5)-Year Succeeding lease term beginning on August 6, 2010, through August 5, 2015
3. The Government shall pay Lessor a total annual rent of **\$407,629.32 (\$44.59BRSF (\$44,5886370597)** which is equivalent to **\$52.04/BOASF** at the rate of **\$33,969.11** per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of **\$71,201.97 (\$9.09/BOASF)**, base year real estate taxes, and to amortize a tenant improvement allowance of **\$31,332.00 (\$4.00/BOASF)** at zero (0) percent per annum. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 07-016. Rent checks shall be made payable to: Washington Office Center, L.L.C., 300 D. Street SW, Washington, DC 20024-3212.

The Government's percentage of occupancy for real estate tax purposes shall be **2.16%** based on **9,142 BRSF / 423,201 BRSF**, subject to confirmation of the total rentable area of the building.

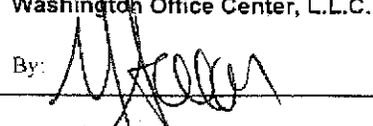
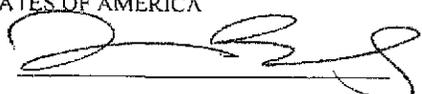
4. (Intentionally deleted)
5. (Intentionally deleted)

LESSOR  GOV'T 

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) FIRE & LIFE SAFETY: Notwithstanding any other provision of the Lease, within 90 day's of execution of this lease, 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 comply with all fire protection provisions of this lease and Rider # 1- Fire & Life Safety, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report attach hereto.
 - b) TENANT IMPROVEMENTS: The annual rental rate recited in paragraph 3 includes amortized Tenant Improvement Allowance (TIA) of \$31,332.00 (\$4.00/ 7,833 BOASF). The Government will amortize the TIA at an annual interest rate of zero (0) percent per annum over the firm term of the lease. The Government shall have the right to repay the TIA via lump sum payment to the Lessor as additional rent. Upon completion of tenant improvements and acceptance thereof by the Government a Supplemental Lease Agreement (SLA) shall be executed by both parties memorializing the amount of tenant improvement funds used by the Government, the payment method and any change in the rental payment.
 - c) The Government hereby accepts the existing tenant improvements, the building shell items (as defined in the SFO) within the premises and the building shell conditions elsewhere in the Building in their existing condition, except as otherwise provided in Paragraph 6a). Notwithstanding the foregoing, Lessor shall, at its expense, maintain and repair (or replace, if necessary) building shell items so that they remain in "good repair and tenantable condition" throughout the term of this lease and as otherwise required by SFO Paragraph 7.10 "Maintenance and Testing of Systems" (provided however that Lessor shall have no responsibility pursuant to SFO Paragraph 4.13 or otherwise to maintain, repair or replace any of the existing tenant improvements within the currently occupied premises, nor any equipment owned by the Government or any agency thereof, nor any building shell item damaged by the negligence or misuse thereof by the Government or any occupant of the premises
 - e) DAYTIME CLEANING: The rate for daytime cleaning is and additional [REDACTED] which is not included in the rent.
 - f) The Government already occupies the premises under lease GS-11B-60310 that expired on August 5, 2010, and this is the succeeding lease.

7. The following are attached and made a part hereof:
- 1) SOLICITATION FOR OFFERS (SFO) #07-014, 52 PAGES
 - 2) FIRE & LIFE SAFETY RIDER # 1, 1 PAGE
 - 3) SECURITY RIDER # 2, 1 PAGE
 - 4) RELOCATION RIDER #3, 1 PAGE
 - 5) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
 - 6) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
 - 7) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
 - 8) ATTACHMENT # 4, FIRE AND LIFE SAFETY REPORT, 17 PAGES
 - 9) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
 - 10) GSA FORM 1364 & THE ATTACHMENT, 4 PAGES
 - 11) GSA FORM 3517B GENERAL CLAUSES, 32 PAGES
 - 12) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
 - 13) FLOOR PLAN "EXHIBIT A" 1 PAGE

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

LESSOR:	Washington Office Center, L.L.C.	Authorized Signatory - Washington Office Center, L.L.C. President of Vornado Charles E. Smith Washington DC Office Division Title
	By:  _____	
	IN PRESENCE OF Name:  _____	Address 2345 Crystal Drive, Ste 1000 Arlington, VA 22202
	UNITED STATES OF AMERICA BY  _____ TITLE	CONTRACTING OFFICER, GSA, NCR