

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

AUG 12 1994

LEASE No. GS-11B-20870 "NEG" *YON T SA*

THIS LEASE, made and entered into this date between PARCEL 49C LIMITED PARTNERSHIP

whose address is: c/o Republic Properties Corporation  
1130 Connecticut Avenue, NW, #650  
Washington, DC 20036

*[ See Lease Rider No. 2 for additional notice party ] SA*

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:

- 1.) A TOTAL OF 287,483 NET USABLE SQUARE FEET (NUSF) OF OFFICE AND RELATED SPACE CONSISTING OF 313 NUSF ON FLOOR EL.+14, 21,684 NUSF ON FLOOR EL.+23, 24,535 NUSF ON FLOOR EL.+35, 29,074 NUSF ON EACH OF FLOORS 1 THROUGH 7, AND 37,433 NUSF ON FLOOR 8, IN THE BUILDING KNOWN AS PORTALS BUILDING C, LOCATED AT 445 12TH STREET, SW, WASHINGTON, DC 20024 (AS SHOWN ON ATTACHED PLANS). *Phase II A, SA*
- 2.) ELEVEN OFFICIAL PARKING SPACES WITHIN THE BUILDING.
- 3.) ONE LOADING DOCK DEDICATED TO THE EXCLUSIVE USE AND CONTROL OF THE GOVERNMENT ABLE TO ACCOMMODATE AT LEAST TWO 40' TRACTOR TRAILERS SIMULTANEOUSLY.
- 4.) ONE PARKING SPACE FOR A TRUCK (14' LONG, 8' WIDE, 8' HIGH) CONTIGUOUS TO LOADING DOCK.
- 5.) ROOFTOP SPACE OF AT LEAST 7,500 SQUARE FEET OF UNOBSTRUCTED ROOF SPACE WITH NO DIMENSION OF LESS THAN 60 FEET.

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

*of twenty (20) years to commence in accordance with Lease Rider No. 1 attached hereto and with the commencement and expiration dates SA*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term TO BE SET FORTH IN SUPPLEMENTAL LEASE AGREEMENT NUMBER 1, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$11,169,200.00 at the rate of \$930,766.67 per MONTH in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: PARCEL 49C LIMITED PARTNERSHIP, C/O REPUBLIC PROPERTIES CORPORATION, 1130 CONNECTICUT AVENUE, NW, #650, WASHINGTON, DC, 20036.

~~4. The Government may terminate this lease at any time by giving at least 180 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 terms and at the following rentals: THE GOVERNMENT SHALL HAVE THE RIGHT TO ONE (1) RENEWAL OPTION FOR A FIVE (5) YEAR TERM AT A RENTAL RATE OF \$X,XXX,XXX.XX PER ANNUM PAYABLE AT THE RATE OF \$XXX,XXX.XX PER MONTH IN ARREARS. SUCH RATE SHALL BE IN ADDITION TO ALL ACCRUED OPERATING COST ESCALATIONS. Such option shall become effective provided notice be given in writing to the Lessor at least 90 DAYS before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

*SA*

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. ALL SERVICES, MAINTENANCE, ALTERATIONS, REPAIRS, AND UTILITIES IN ACCORDANCE WITH SFO NO. 88-100 AND ALL ATTACHMENTS AND RIDERS MADE A PART OF THIS LEASE, except that the Government shall reimburse the Lessor \$6,522,214.00, either in a lump sum or amortized over the term of the Lease for the work required by the Performance Specifications in accordance with the terms and provisions of Rider No. 1 to the Lease.

7. The following are attached and made a part hereof:
- ✓ 1. SOLICITATION FOR OFFERS (SFO) NO. 88-100 - 46 PAGES
  - ✓ 2. AMENDMENTS 1-11 TO SFO 88-100 - 59 PAGES
  - ✓ 3. SFO NO. 88-100 ATTACHMENT A - PERFORMANCE SPECIFICATIONS - 231 PAGES
  - ✓ 4. SFO NO. 88-100 ATTACHMENT B - ALTERNATES SECTION - 3 PAGES
  - ✓ 5. SFO NO. 88-100 ATTACHMENT C - SPACE PLANNING SCOPE OF WORK - 9 PAGES
  - ✓ 6. SFO NO. 88-100 ATTACHMENT D - CLARIFICATIONS FOR SPECIAL REQUIREMENTS - 6 PAGES
  - ✓ 7. LEASE RIDER #1 - TENANT DESIGN AND BUILDOUT - 8 PAGES
  - ✓ 8. LEASE RIDER #2 - CLARIFICATIONS TO GENERAL CLAUSES - 4 PAGES
  - ✓ 9. LEASE RIDER #3 - PURCHASE OPTION - 1 PAGE
  - ✓ 10. LEASE RIDER #4 - TECHNICAL AND AWARDS FACTORS SUMMARY - 8 PAGES
  - ✓ 11. LEASE RIDER #5 - ALTERNATE PROPOSALS - 2 PAGES
  - ✓ 12. GSA FORM 3517, GENERAL CLAUSES (REV 1/91), 24 PAGES
  - ✓ 13. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS (REV 1/91), 8 PAGES
  - ✓ 14. GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT - 1 PAGE
  - ✓ 15. SMALL BUSINESS ADMINISTRATION SUBCONTRACTING PLAN - 7 PAGES
  - ✓ 16. FLOOR PLANS OF LEASED AREA - 5 PAGES
  - ✓ 17. UNIFORM FEDERAL ACCESSIBILITY STANDARDS - 89 PAGES

8. The following changes were made in this lease prior to its execution:

PARAGRAPHS 4 AND 5 OF THIS STANDARD FORM 2 HAVE BEEN DELETED IN THEIR ENTIRETY.

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

LESSOR - PARCEL 49C LIMITED PARTNERSHIP

BY: Portals Development Associates Limited Partnership, General Partner

BY: Republic Properties Corporation, General Partner

BY: *[Signature]*  
President

IN THE PRESENCE OF: *Ronald R. Rader* ADDRESS [REDACTED]

UNITED STATES OF AMERICA

BY: *[Signature]*  
MR. JAMES SMALE

*[Signature]*  
CONTRACTING OFFICER, GSA, NCR, OPR, REL