

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

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

DATE OF LEASE:

JUL 20 2010

LEASE #GS-11B-02183

THIS LEASE, made and entered into this date between **Lafayette Centre Property, LLC**

Whose address is: **c/o Beacon Capital Partners LLC**
200 State St, 5th Floor
Boston, Massachusetts 02109-2628

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 **5,626 Rentable Square Feet (RSF)** being **4,586 ANSI BOMA Office Area Square Feet (BOASF)** consisting of a portion of the 7th Floor in the building known as **One Lafayette Centre** located at **1120 20th Street, NW, Washington, D.C. 20036-3406** 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 the five (5) YEAR FIRM term beginning on the lease commencement date determined in accordance with section 5.10 "Construction" of the SFO, and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$264,422.00 (\$57.66/BOASF) at the rate of \$22,035.17 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$52,936.00 (\$11.54/BOASF), base real estate taxes and \$13,758.00 to amortize a tenant improvement allowance of \$68,790.00 (\$15.00/BOASF) at zero percent (0%) annual interest over the term of the lease. Rent checks shall be payable to **Lafayette Centre Property, LLC**, at the address shown below:

c/o Beacon Capital Partners LLC
200 State St, 5th Floor
Boston, Massachusetts 02109-2628

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:

The Government shall have the right to one (1) renewal option for a [REDACTED] at an annual rental rate of [REDACTED] payable at the rate of [REDACTED] per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, base year real estate taxes, and utility cost base. Rent shall continue to be adjusted for operating costs escalations as provided in SFO Section 4.3. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO Section 4.2. The renewal option shall become effective provided notice is given as stipulated by SFO Section 1.3. Said notice shall be computed commencing with the day after the date of mailing. All other terms and conditions of this lease shall remain the same during any renewal term.

LESSOR

GOV'T

(rev. 2/1/2010)

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) In the event Government vacates any portion of the leased premises, the rent for such space shall be adjusted downward by \$1.50 per BOASF following proper notice from the Government in accordance with SFO Section 4.4
- b) Tenant Improvements: Upon completion of improvements by 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 to be paid by the Government. Tenant Improvements financed by the Lessor shall be amortized over the remainder of the firm term at an annual interest rate of zero percent (0%). Tenant Improvements financed by the Lessor above \$15.00/BOASF shall be amortized at an annual interest rate of nine (9%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$192,978.88 (\$42.08/BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
- c) The Government's percentage of occupancy for real estate tax purposes shall be 1.69%, based on 5,626 RSF / 333,481 RSF.
- d) The HVAC Overtime rate shall be \$24.00 per hour for the entire leased premises.
- e) In connection with the buildout of tenant improvements, the following limits on markups shall apply: Offeror's general contractor's total fees for overhead and profit shall not exceed 5%, the total fees for general conditions shall not exceed 6% and the total fees for Lessor's overhead and profit shall not exceed 11%. Architectural and engineering fees, if any, shall not exceed 5%. These markups are all subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement.
- f) The Government shall have the right to make alterations to the leased premises in accordance with Section 19 of Form 3517B; however, all any alteration affecting the building's structural or systems components must be approved by the Lessor, whose approval shall not be unreasonably withheld, conditioned or delayed.
- g) The Lessor, at its sole cost, shall complete all of the correction items on Rider #1 and Rider #2.
- h) In the case of discrepancies between this SF-2, its riders and the remainder of the Lease, this SF-2 and its rider shall govern.

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

1. Floor Plans of the Leased Premises, 1 page
2. Solicitation For Offers (SFO) #9DC2590A, 45 pages
3. Fire Protection and Life Safety Evaluation
4. Pre-Lease Building Security Plan
5. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
6. GSA Form 3517, General Clauses, 32 pages
7. GSA Form 3518, Representations and Certifications, 8 pages
8. Rider #1 - Fire & Life Safety
9. Rider #2 - Security Requirements
10. Rider #3 - Offeror's Requirements

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

LESSOR: Lafayette Centre Property, LLC

BY:

BY

NAME

Jeffrey L. Kovach
Senior Vice President

TITLE

DATE

7/7/10

IN PRESENCE OF

ADDRESS

UNITED STATES OF AMERICA

BY

Daryl N. Jackson

CONTRACTING OFFICER, GSA, NCR