

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

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

12/17/10

LEASE #GS-11B- LDC 02253

THIS LEASE is made and entered into this date between: Sentinel Square I, L.L.C.

Whose address is: c/o Trammell Crow Company
1055 Thomas Jefferson Street, NW, Suite 600
Washington, DC 20002-4217

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 **26,673 BOMA Rentable Square Feet (BRSF) of office and related space**, equating to **22,775 ANSI/BOMA Office Area Square Feet (ABOASF)** and being a portion of the Second Floor of the building known as Sentinel Square I, as noted on the floor plan attached to and made a part of this lease, with the address 90 K Street, NE, Washington, DC 20002-4217, to be used for such general office and related purposes as determined by the Government.

Parking for one (1) structured reserved Government vehicle shall be provided within the offered building with a location acceptable to the Government and at no additional cost to the Government, which has been included in the rent in paragraph 3.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) YEAR FIRM term beginning upon Government acceptance of space. The parties will execute a supplemental lease agreement (SLA) after the commencement date to memorialize the commencement and expiration dates of the lease term. This lease is subject to the termination right hereinafter set forth in paragraph 4.

3. The Government shall pay the Lessor an annual rent of \$1,153,607.25 (\$50.66/ABOASF or \$43.25/BRSF) at the rate of \$96,133.94 per month in arrears. Rent for a lesser period shall be prorated. The total contract rent includes an annual operating cost base of \$183,243.51 (\$8.05/ABOASF or \$6.87/BRSF), base real estate taxes, and a tenant improvement allowance of \$1,038,312 (\$45.59/ABOASF) at zero percent (0%) annual interest. Rent checks shall be payable to Sentinel Square I, L.L.C., at the address shown above or in accordance with the provision on electronic payment of funds.

Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in its entirety for the first six (6) months of the lease term.

4. The government may terminate the lease after the first Five (5) years of the firm term at any time by giving a 120 day notice in writing to the Lessor and no rental shall accrue after the effective date of termination, unless the Government has not vacated the premises by that date. Said notice shall be computed commencing with the day after the date of mailing.
5. (Intentionally Deleted)

LESSOR

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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) Tenant Improvements: The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$1,038,312.25 (\$45.59/ABOASF). Such Tenant Improvement Allowance shall be available in full immediately upon execution of this lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor in accordance with SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment." In the event all Tenant Improvement Allowance is not utilized, the unused Tenant Improvement Allowance dollars will be afforded to the Government via a rent credit. This Tenant Improvement Allowance is included in the rent, with the \$45.59/ABOASF being amortized at a rate of 0% over the ten-year firm lease term. In addition to the Tenant Improvement Allowance included in the rent, Lessor has agreed to allow the Government to increase the Tenant Improvement Allowance by up to \$20.00/ABOA which amount shall be amortized at 10% per annum and added to the rent. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement Allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Paragraph 3.2 "Tenant Improvements Included in the Offer," and Paragraph 3.3 "Tenant Improvement Rental Adjustment."
- b) The Government's percentage of occupancy for real estate tax purposes shall be 6.46%, based on 26,673 BRSF/412,661 BRSF.
- c) In the event the Government vacates any portion of the leased premises, the rent for such space shall be adjusted downward by \$4.64 per ABOASF per annum following proper notice from the Government in accordance with SFO Number ODC2023 Paragraph 4.4.
- d) The base amount for annual operating cost adjustments is \$183,243.51 (\$6.87/BRSF, \$8.05/ABOASF), which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO ODC2023.
- e) Pursuant to Paragraph 4.1 of SFO ODC2023, the "Common Area Factor" is calculated to be 1.17115, based on 26,673 BRSF/22,775 ABOASF.
- f) The Real Estate Tax base for the purpose of adjustments shall be the Real Estate Taxes for the property for the first full tax year for which the Real Estate Taxes are based upon a full assessment. Real Estate Tax payments shall be adjusted annually in accordance with Paragraph 4.2 of SFO ODC2023.
- g) Normal hours of operation shall be 7:00 AM to 6:00 PM Monday through Friday, Federal Holidays excepted. The HVAC overtime rate shall be \$20/hr/floor for the first 200 hours, and \$25/hour/floor thereafter.
- h) Pursuant to Paragraph 3.2 of the SFO, the Tenant Improvement Allowance will include the following fees: 1) for standard office build-out, the General Contractor's total fees for over head and profit shall not exceed 5% and the General Contractor's fees for general conditions shall not exceed 2%. The Lessor's total Project Management fees shall not exceed 3%.
- i) All janitorial services outlined in paragraph 4.9 of SFO Number ODC2023, shall be performed after Normal Hours as defined in SFO ODC2023 Paragraph 4.5, at no additional cost to the Government.
7. The following are attached and made a part hereof:
1. Solicitation For Offers (SFO) # ODC2023, 62 pages
 2. Solicitation Attachment #2, Construction Schedule, Below 22,775 ABOASF, 1 page
 3. Solicitation Attachment #3, Scope of Work for DIDs and Construction Schedule Tasks, 2 pages
 4. Solicitation Attachment #4, Fire and Life Safety Report 14 pages
 5. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
 6. GSA Form 1364, Proposal To Lease Space, 2 pages
 7. GSA Form 3517, General Clauses, 32 pages
 8. GSA Form 3518, Representations and Certifications, 7 pages
 9. Floor Plan of Leased Area, 1 page
 10. Rider #1 - Security, 1 page
 11. Rider #2- Fire and Life Safety, 1 page
8. In the event of a conflict between the terms of this SF-2 and the SFO or its attachments, the terms contained in this SF-2 shall prevail.

SIGNATURE BLOCK ON FOLLOWING PAGE

LESSOR 797 GOV'T [Signature]

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

OWNER: Sentinel Square I, L.L.C., a Delaware limited liability company

By: TC 90K Street LLC, a Delaware limited liability company, its manager

By: TC MidAtlantic Development III, Inc., a Delaware corporation, its sole member

BY [Signature]
SIGNATURE

1055 Thomas Jefferson St, #600
Washington, DC 20007
ADDRESS

BY Thomas E. Finan
PRINTED NAME

SENIOR VICE PRESIDENT
TITLE

IN PRESENCE OF:

[Signature]
SIGNATURE

1055 Thomas Jefferson Street NW, #600
Washington DC 20007
ADDRESS

UNITED STATES OF AMERICA:

BY [Signature]
Tawanda D. Beverly
CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2

EXCEPTION TO SF2 APPROVED

LESSOR 747 GOV'T [Signature]