

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

JUL 25 1997

LEASE NO.

GS-11B-70315

THIS LEASE, made and entered into this date by and between 555 4th Street Associates

whose address is c/o Woodmark Real Estate Services, Inc.
555 4th Street, Suite 1200
Washington, DC 20001

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A TOTAL OF 345,776 RENTABLE SQUARE FEET (RSF) [EQUAL TO 313,516 OCCUPIABLE SQUARE FEET (OSF) PER RIDER #3] OF OFFICE AND RELATED SPACE CONSISTING OF PART OF THE BASEMENT LEVELS 1 AND 2, THE ENTIRE PORTION THE 1ST THROUGH 11TH FLOORS, THE INTERMEDIATE PENTHOUSE AND THE PENTHOUSE, PER THE ATTACHED FLOOR PLANS, OF THE BUILDING KNOWN AS THE JUDICIARY CENTER BUILDING, LOCATED AT 555 4TH STREET N.W., WASHINGTON, DC. 20001.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN (10) YEAR FIRM term beginning on January 1, 1998 through December 31, 2007, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$11,151,276.00 at the rate of \$929,273.00 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: 555 4th Street Associates, c/o Woodmark Real Estate Services, Inc., 555 4th Street, N.W., suite 1200, Washington, DC 20001.

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 terms and at the following rentals:

The government shall have the right to one (1) renewal option for a TEN (10) YEAR TERM at a rental rate of \$14,273,910.00 per annum payable at the rate of \$1,189,492.50 per month in arrears. SUCH RATE SHALL BE FURTHER ADJUSTED FOR CHANGES IN BASE RATE OPERATING AND TAX COSTS (see SFO# 96-017, sections 3.3 and 3.5). Such option shall become effective provided notice be given in writing to the lessor at least 365 days before the end of the original lease term or any renewal 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.

LESSOR

& GOVT

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A) ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.
- B) THE ANNUAL RENT SET FORTH IN PARAGRAPH 3 INCLUDES IMPROVEMENTS WITHIN THE DEMISED AREA OF NEW PAINT AND CARPETING THROUGHOUT THE LEASED PREMISES PER THE SOLICITATION AND ATTACHMENTS.
- C) THIS IS A SUCCEEDING LEASE AND REPLACES LEASE #GS-11B-50030 WHICH EXPIRES ON DECEMBER 31, 1997. \$1,354,886.00
- D) THE BASE YEAR TAX RATE SHALL BE ESTABLISHED AS ~~PER THE TAX RATE FOR THE YEAR 1997~~ ~~XXXXX~~ WITH CALENDAR YEAR 1998 BEING DESIGNATED THE BASE YEAR FOR TAX ADJUSTMENT PURPOSES.
- E) ELECTRICAL, WATER, AND SEWER UTILITIES ARE BILLED TO AND PAID SEPERATELY BY THE GOVERNMENT.

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

- A) RIDER #1, 2 PAGES.
- B) RIDER #1, ATTACHMENT #1, 11 PAGES.
- C) RIDER #2, (PROJECT SCHEDULE), 1 PAGE.
- D) RIDER #3, OCCUPIABLE AREA TABULATIONS, 4 PAGES.
- E) FLOOR PLAN(S) OF LEASED AREA, ~~11~~ PAGES.
- F) ADDENDUM #3, 2 PAGES.
- G) ADDENDUM #2, 11 PAGES.
- H) SOLICITATION FOR OFFERS #86-017(ADDENDUM #1), 52 PAGES.
- I) ATTACHMENTS #1, #2, #5, #6 TO THE SOLICITATION FOR OFFERS (AS AMENDED), 16 PAGES.
- J) GSA FORM 1217, LESSOR'S COST STATEMENT (ADDENDUM #1), 1 PAGES.
- K) GSA FORM 3517, GENERAL CLAUSES, 24 PAGES.
- L) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 8 PAGES.
- M) CERTIFICATE OF PROCUREMENT INTEGRITY, 1 PAGE
- N) NEGATIVE ASBESTOS CERTIFICATE, 1 PAGE.
- O) LESSOR HANDICAPPED ACCESSIBILITY CERTIFICATION, 1 PAGE.
- P) SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), AND SMALL WOMEN OWNED BUSINESS (SWOB) SUBCONTRACTING PLAN, 6 PAGES.


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

PARAGRAPH #4 OF THIS STANDARD FORM 2 HAS BEEN DELETED IN ITS ENTIRETY.

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

LESSOR 555 4th Street Associates
555 4th Street, N.W., suite 1200
Washington, DC 20001

BY


(Signature)
printed name: Fumio Hanyu, Executive Vice President

IN PRESENCE OF


(Signature)
printed name: ~~Edward~~ Brian Blossom

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY


(Signature)
printed name: James S. Sible

Contracting Officer
(Official Use)