

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
(FPR 41 CFR) 101-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE 10/19/11

LEASE # **GS-11B- 02355**

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

Whose address is: c/o Vornado/Charles E. Smith L.P.
2345 Crystal Drive, Suite 1000
Arlington, Virginia 22202

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 4,902 ANSI BOMA Rentable Square Feet (BRSF) being 4,052 ANSI BOMA Office Area Square Feet (ABOA) of office and related space, located on the 2nd floor, hereinafter referred to as suite 205, in the office building known as Washington Office Center, located at 409 3rd Street SW, Washington, DC 20024 - 3212. (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 term beginning September 1, 2011, and expiring August 31, 2016, subject to the termination right hereinafter set forth.
3. The Government shall pay Lessor a total annual rent of **\$214,462.50 (\$43.75BRSF)** (which is equivalent to **\$52.93/ABOA (\$52.927567)** at the rate of **\$17,871.88** per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of **\$43,315.88 (\$10.69/ABOA)**, base year real estate taxes. Payment of CPI adjustments to the operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 11-DC amended 01. Rent checks shall be made payable to: Washington Office Center L.L.C., c/o Vornado/Charles E. Smith L.P., P.O. Box 642006, Pittsburgh, PA 15264-2006.
4. The Government may terminate the Lease effective on August 31, 2014, by providing written notice to the Lessor at least one year prior to the effective date, and no rent shall accrue after the effective date of termination. Said notice shall be computed from the date of receipt by Lessor.
5. (Intentionally deleted)
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) The Government hereby accepts the leased premises and building shell elements in their existing condition and Lessor shall have no obligation pursuant to the Lease, the SFO or otherwise 1) to maintain, repair or replace any of the Government's tenant improvements, 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 leased premises, nor 2) to provide security window film,

LESSOR

GOV'T

repainting, recarpeting, or replacement or repair of existing carpeting or window blinds within the leased premises, nor 3) to make any improvements to the leased premises, nor 4) to install any upgrades to any portion of the fire and life safety or security systems of the building. Notwithstanding the foregoing, except as otherwise provided in this SLA, Lessor shall, at its expense, maintain and repair (or replace, if necessary) the existing building shell elements, including but not limited to building systems serving the leased premises so that they remain in "good repair and tenantable condition" throughout the Term and as otherwise required by the standards for maintenance and repair set forth in the Lease. Further, if any replacement of existing building systems shall become necessary during the Term, such replacement shall meet the performance requirements of the SFO.

- b) Intentionally Deleted.
- c) TENANT IMPROVEMENTS: The annual rental rate recited in paragraph 3 does not include any amortized Tenant Improvement Allowance (TIA). All tenant improvements shall be paid by the Government via lump sum payment.
- d) The HVAC Overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services, including personnel, and shall not exceed \$130.00 per hour per premises for the firm term of this lease. The Government reserves the right to require Lessor to provide actual bills for said services.
- e) The Government's percentage of occupancy for real estate tax purposes shall be 1.17% based on 4,902 BRSF / 419,016 BRSF, subject to confirmation of the total rentable area of the building.
- f) The Government, including Government employees, shall have the right to rent up to 5 (five) parking permits at market rates, which are currently \$260.00 per unreserved permit and \$350 per reserved permit per month.
- g) The Lessor shall not be required to pay any cooperating brokerage commission to the Government, or any broker acting on behalf of the Government, in connection with this lease.
- h) In the event of a discrepancy between the terms of this SF-2 and its attachments, and the SFO and its attachments, the terms of this SF-2 and its attachments shall govern.

be \$37.74 per hour for the first zone, plus \$6.23 per hour for each additional zone. Each floor in the building has four zones. The foregoing rates shall be adjusted at the start of each lease year based on Lessor's actual costs to provide such services.

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

- 1) SOLICITATION FOR OFFERS (SFO) # 11-DC_Amended 01, 56 PAGES
- 2) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
- 3) SMALL BUSINESS SUBCONTRACTING PLAN, 13 PAGES
- 4) GSA FORM 1364 & THE ATTACHMENT, 4 PAGES
- 5) GSA FORM 3517B GENERAL CLAUSES, 32 PAGES
- 6) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
- 7) 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.**

By: 

Executive Vice President
Title

IN PRESENCE OF 

Name:

2345 Crystal Dr, suite 1000
Arlington, VA 22202

Address

UNITED STATES OF AMERICA

BY 

TITLE

CONTRACTING OFFICER, GSA, NCR,