

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

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: MARCH 27, 2009

LEASE #GS-11B-02058

THIS LEASE, made and entered into this date between Union Station Venture

Whose address is: c/o Bristol Group, Inc.
400 Montgomery Street
Suite 400
San Francisco, CA 94104

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 **35,412 Rentable Square Feet (RSF)**, being **30,990 ANSI BOMA Office Area Square Feet (BOASF)**, and being a portion of the First Floor of the building known as One NOMA Station, as noted on the attached floor plans and made a part hereof, with the address being 131 M Street, NE, Washington, DC 20002 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 ten (10) YEAR FIRM term beginning upon acceptance of the premises by the Government as substantially complete and ending on a date that is ten (10) years from the date of space acceptance, subject to renewal rights as may be set forth hereinafter.

3. The Government shall pay the Lessor an annual rent of \$1,700,111.40 (\$54.86/BOASF) at the rate of \$141,675.95 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$287,897.10 (\$9.29/BOASF), base real estate taxes, and \$61,980.00 to amortize a tenant improvement allowance of \$619,800.00 (\$20.00/BOASF) at zero percent (0%) annual interest and \$104,014.88 to amortize a tenant improvement allowance of \$684,259.20 (\$22.08/BOASF) at nine percent (9%) annual interest. The Government shall receive six (6) months free rent in the amount of **\$850,055.70** to be applied against the monthly fully serviced rental payment set forth above until exhausted. Rent checks shall be payable to: Union Station Venture, c/o Bristol Group, 400 Montgomery Street, Suite 400, San Francisco, CA 94104.

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:~~

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) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of Attachment #4, which is made a part hereof.

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(rev. 10/22/08)

- b) Tenant Improvements: Upon completion of tenant improvements by Lessor and acceptance thereof by the Government, the cost of such tenant improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. Notwithstanding any provisions of the SFO to the contrary, the Lessor shall not be obligated to provide to the Government as part of the rent a total tenant improvement allowance in excess of \$1,304,059.20 (\$42.08/BOASF). Any tenant improvements funded by the Lessor in excess of \$42.08/BOASF amount shall be repaid by the Government via lump sum payment. Refer paragraph 6(e) below regarding maximum fees payable by the Government for improvements and change orders.
- c) At the Government's option, in lieu of providing the building shell requirements within the Government's leased premises required by the SFO, the Lessor shall provide the Government a credit for building shell improvements, in an amount to be mutually agreed upon by the Lessor and the Government, to be added to the Tenant Improvement Allowance set forth in Paragraph 6(b) above. This credit may be used in the same manner as the Tenant Improvement Allowance. This credit is being provided in complete satisfaction of the Lessor's compliance with any and all building shell requirements within the Government's leased premises under the Lease, and the Lessor has no further obligation to provide any building shell items in accordance with the terms of the this lease within the Government's leased premises prior to lease commencement. The Lessor shall be required to maintain, repair and replace as necessary all of the elements of the building shell within the Government's leased premises in accordance with the terms of SFO 07-014 throughout the remainder of the lease term, at the Lessor's expense. Nothing in this credit is meant to relieve the Lessor from compliance with its building shell requirements outside of the Government's leased premises at the Lessor's sole cost and expense.
- d) Notwithstanding anything to the contrary contained in the Lease (including, without limitation, Paragraph 3.18 of the Solicitation for Offers ("SFO")), the parties shall negotiate and agree to a schedule for the design, construction, and delivery of space that is consistent with the terms and the timeframes set forth in the SFO, and the parties shall execute a Supplemental Lease Agreement adopting such schedule. Both parties hereto agree that this schedule shall commence on the date upon which the Lessor receives a fully-executed copy of the Lease from the Government. The first obligation of this schedule shall be the delivery of a complete Program of Requirements, as determined by the Lessor, which shall be delivered to the Lessor no later than 45 calendar days following schedule commencement. Should either the Government or the Lessor fail to discharge their responsibilities as defined within the time allocated under the agreed upon schedule, then such failure shall constitute "delay." Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the other party's delays shall equal the total number of days of delay for a given stage of the schedule. Delay in substantial completion shall be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate.
- e) The Government's percentage of occupancy for real estate tax purposes shall be 8.60%, based on 35,412 RSF / 411,778 RSF.
- f) Pursuant to Section 3.11 "Common Area Factor", the Add-On Factor is determined to be 1.1427.
- g) The general contractor's total fees for overhead and profit shall be 4% and the general contractor's fees for general conditions shall be 8%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall be 4% and architecture & engineering fees, if any, shall not exceed 6%. Any such fees shall be based on the total cost of construction to be paid for out of the T/I Allowance.
- h) Pursuant to Section 7.2 and Section 7.3 of the SFO: Utilities and maintenance will be provided daily, extending from 7:00 A.M. to 6:00 P.M. Monday through Friday and 8:00 A.M. to 12:00 P.M. on Saturday excluding Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall not exceed \$45.00 per hour, beyond Normal Hours Schedule.
- i) Section 6.17 of the SFO is hereby deleted in its entirety. Pursuant to Section 6.18.A.1.a the requirement to produce 50 average maintained foot-candles at working surface height throughout work spaces is inconsistent with the DC Energy Code. As such, the last sentence of Section 6.18.A.1.a of the SFO is hereby deleted in its entirety and the following is inserted in lieu thereof: "Such fixtures shall produce 35 average maintained foot-candles at working surface height throughout work spaces plus Government-provided furniture task lighting to add 15 foot-candles in such work spaces (for a total of 50 foot-candles), 20 foot-candles in corridors, and 10 foot-candles in other non-working areas."

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j) The Government shall have the right to install up to two dish-type antenna(s) on an 8' x 13' area on the roof of the subject building at no additional rental. The location of the antenna(s) shall be determined by the Government, subject to the consent of the Lessor, which shall not be unreasonably withheld, delayed or conditioned. The costs of installation, maintenance, repair, replacement, operation and use of the antenna(s) shall be borne by the Government and all work shall be performed in conformance with applicable codes. The Government, upon 24 hours' advance written notice to the Lessor (except in case of emergency), shall have access to the rooftop 24 hours per day, 7 days per week, in order to install, maintain, repair, replace, operate and use said antenna(s). The Government's installation, maintenance, repair, replacement, operation and use of the antenna(s) may not interfere with any rooftop equipment, including antennas, existing at the time of the Government's installation, maintenance, repair, replacement, operation and use of the antenna(s). The Lessor shall ensure that subsequently-installed rooftop equipment, including antennas, does not interfere with the Government's antenna(s). In the event the Government exercises this right, the parties shall execute a Supplemental Lease Agreement (SLA) detailing additional terms and conditions of this installation.

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

1. Solicitation For Offers (SFO) # 07-014, 52 pages
2. Solicitation Attachment #1, Rate Structure, 1 page
3. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
4. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
5. Solicitation Attachment #4, Fire and Life Safety Report
6. Small Business Subcontracting Plan, 6 pages
7. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
8. GSA Form 3517, General Clauses, 32 pages
9. GSA Form 3518, Representations and Certifications, 7 pages
10. Floor Plans of Leased Area, 1 page
11. Rider #1 - Fire & Life Safety, 1 page

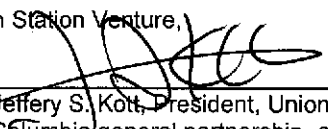
8. To the extent of any inconsistencies between this SF2 and other provision of the Lease, the SF2 shall govern.

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

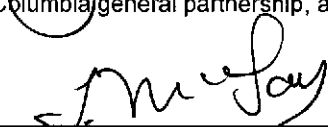
Owner:

Union Station Venture,

By


Jeffery S. Kott, President, Union Station Venture Corporation No. P-5, as general partner for Union Station Venture, a District of Columbia general partnership, and for Union Station Associates Limited Partnership, a District of Columbia limited partnership.

By


Todd McLay, Secretary, Union Station Venture Corporation No. P-5, as general partner for Union Station Venture, a District of Columbia general partnership, and for Union Station Associates Limited Partnership, a District of Columbia limited partnership.

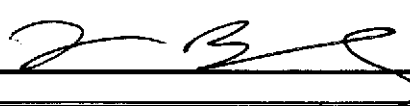
IN PRESENCE OF:


(Signature)

400 Montgomery St. #400 SFCA 94104
(Address)

UNITED STATES OF AMERICA

BY



CONTRACTING OFFICER, GSA, NCR Revised