

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

11/2/89

LEASE NO.

GS-11B-90210

"NEG."

THIS LEASE, made and entered into this date by and between

WDC Associates Limited Partnership

whose address is 300 D Street, S.W., Washington, D.C. 20024

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:

10,185 net usable square feet (NUSF) on the concourse level, the entire 4th floor being 41,751 NUSF, 27,551 NUSF on the 5th floor, the entire 6th floor being 41,751 NUSF, the entire 7th floor being 41,751 NUSF and the entire 8th floor being 41,311 NUSF, totalling 204,300 NUSF of office and related space in the Washington Office Center, located 409 3rd Street, S.W., Washington, D.C. 20024.

to be used for such purposes as determined by General Services Administration for use as first class office and related space.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See Rider I through subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 6,129,000

at the rate of \$ 510,750 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: WDC Associates, 300 D Street, S.W., Washington, D.C. 20024

~~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: One ten (10) year renewal option at an annual rental of \$8,069,850 at the rate of \$672,487.50 per month in arrears, in addition to previous tax and operating escalations. continuing

provided notice be given in writing to the Lessor at least 180 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.

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

(A) All services, utilities, maintenance, and repairs as included in the attached documents for SFO 89-014, as amended.

(B) The Lessor agrees to provide at no expense to the Government, 26 official reserved parking spaces. The Lessor agrees to make available, at the Government employee's expense, permits allowing the parking of at least 114 vehicles in unreserved spaces. The Lessor shall make additional parking available to Government employees on a first come, first served basis, each day or month, so long as the parking is not allotted to other tenants.

(C) The Lessor shall provide and insure the operation of, during the term of this Lease, an additional approximate 2,000 - 3,000 NUSF of space for a physical fitness center and approximately 3,000 NUSF of space on the first floor for a day care center. The Lessor intends to contract with independent operators for one or both such facilities. The Lessor or the operator(s) shall have the right to charge Government employees a reasonable rate for the use of such facilities. Such facilities shall be operational within approximately 180 days after the rent commencement date. Government employees shall be given rights of first refusal to take advantage of both facilities.

(D) A reception/guard desk will be installed in the lobby and staffed during normal operational hours. This desk and service shall be at no additional cost to the Government.

(E) All buildout as included in the attached documents for SFO 89-014, as amended, and the Special Requirements Section of this lease.

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

~~The General Provisions and Instructions (Standard Form 2-A, 1983 edition).~~

(A) Solicitation for Offers No. 89-014 (59 pages)

(B) General Requirements (87 pages)

(C) GSA Forms 1217, 3516 (5 pages), 3517 (22 pages), 3518 (8 pages)

(D) List of owners/partners

(G) Unit Costs

(I) Exhibit No. 1

(E) Rider I

(H) Amendments 1, 2 & 3

(J) SBA Plan

(F) Floor plans of the Concourse Level and floor 5

(K) Correction of

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

Fire/Safety

Paragraph No. 2 was amended by Rider I. Paragraph No. 4 was deleted. The second line of Paragraph 7 was deleted. All changes to the Lease have been initialled by the parties.

deficiencies letter.

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

LESSOR

WDC ASSOCIATES

BY

T. J. Vargent
(Signature)

IN PRESENCE OF

Myra R. Juma
(Signature)

(Signature)

300 D Street, S.W.
Washington, D.C. 20024

(Address)

UNITED STATES OF AMERICA

BY

Key Echever
(Signature)

Contracting Officer
Real Estate Division, GSA, OPR, NCR

(Official title)