

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 101-11.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE # GS-11B-01787

THIS LEASE, made and entered into this date between: TIAA Realty, Inc.

Whose address is: TIAA Realty, Inc.  
730 Third Avenue  
New York, NY 10017

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.

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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 247,130 BOMA Rentable Square Feet (RSF) [equivalent to 227,226 BOMA Office Usable Square Feet (BOUSF)] of office and related space located on the FIRST FLOOR (20,338 RSF / 18,698 BOUSF), the SECOND FLOOR (22,538 RSF / 20,723 BOUSF), the THIRD through EIGHTH FLOORS (25,898 RSF / 23,812 BOUSF), the NINTH FLOOR (25,078 RSF / 23,059 BOUSF) and the TENTH FLOOR (23,790 RSF / 21,874 BOUSF) in the building known as Two Rockledge Centre, and which building is located at 6701 Rockledge Drive, Bethesda, Maryland 20817,

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

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2. TO HAVE AND TO HOLD the said premises with their appurtenances for a TEN (10) YEAR FIRM term in accordance with SFO 04-025 beginning July 1, 2005 and ending June 30, 2015, subject to termination and renewal rights as may be hereinafter set forth.

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3. The Government shall pay the Lessor an annual rent of \$7,105,357.02 (\$28.75/RSF or \$31.27/USF) at the rate of \$592,113.09 per MONTH IN ARREARS. There shall be no rental reduction beyond the adjustment for vacant premises, which will be made for space vacated during the renovation of the leased premises. Rent checks shall be payable to:

TIAA Realty, Inc  
c/o Spaulding & Slye Colliers  
P.O. Box 4529

Boston, MA 02241-4529.

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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.~~

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5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

LESSOR  GOV'T

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

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 FULL SERVICE LEASE.

- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Building Shell Requirements including, but not limited to, full compliance with all Fire and Life Safety and full handicapped accessibility compliance throughout the Government demised area.
- b) The annual rent set forth in Paragraph 3 includes a \$38.00 per BOUSF (227,226 BOUSF x \$38.00/BOUSF of TI = \$8,634,588) tenant improvement (TI) allowance for the office space amortized at 0% interest per annum. The Lessor shall hold the TI allowance on account for the duration of the design and construction period for the Government to utilize, as defined in the SFO. After the design and construction period, the rent shall be adjusted using free rent for any unused portion of the TI allowance.
- c) The total cost of markups for the Lessor's general contractor, Lessor's overhead, general conditions and other profit and/or fees for tenant improvements and change orders on the entire space offered shall be [REDACTED] for the tenant improvements.
- d) The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 3.3 entitled "TAX ADJUSTMENT (Sep 2000)" and Paragraph 3.4 entitled "Percentage of Occupancy" shall be 100% based on an occupancy of the full building (247,130 RSF in a building of 247,130 RSF).
- e) The Government's base rate for operating costs for the purposes of calculating operating cost escalations as described in the SFO Paragraph 3.5 entitled "Operating Costs (NCR VARIATION (NOV 2001))" shall be \$1,645,116.24 (\$7.24/ BOUSF) as indicated on the GSA Form 1217 attached hereto.
- f) Services, utilities, and maintenance shall be provided daily, extending from 6:00 a.m. to 6:00 p.m., Monday through Friday, from November through April and from 6:00 a.m. to 6:00 p.m., Monday through Friday, from May through October and 8:00 am to 12:00 noon on Saturdays excluding Sundays and federal holidays. Operation outside of these hours will be on an overtime basis. The overtime rate for services and utilities is \$25.00 per hour per floor. The minimum of 4 hours will be charged for each usage of weekend and holiday overtime. See paragraph 7.3 of the SFO entitled "Overtime Usage (SEP 2000)".
- g) In the case of conflict between this GSA Standard Form 2 (SF-2), Rider 1 and SFO# 04-025, the terms specified in this SF-2 shall govern.
- h) Five (5) parking spaces, reserved for use by the Government, are available to the Government at the Government's option, and the cost of which shall be added to the rent in the amount of \$4,370.40 per annum for the lease term with no escalation. The remaining parking spaces will be contracted for directly between the Lessor and the occupying agency, at the occupying agency's option. The Lessor shall make parking available at any time during the term of this lease to the tenant agency at the rate of \$63.76 per space per month, to be escalated 3% annually. Within 90 days of lease execution, the option by the occupying agency to lease the entire garage may be executed consistent with the occupying agency's control of the garage and this SFO. If the option is not executed by the occupying agency, the control of the garage shall be returned to the Lessor by Lease Commencement, and the Government shall have no further rights or options to lease the parking at the building, excepting such rights or options as the Government may later negotiate with the Lessor.
- i) Pursuant to Paragraph 3.13 "Adjustment for Vacant Premises" the Adjustment for Vacant Premises as defined by the Lease and its Attachments shall be \$1.60 per BOUSF for no less than half of a floor, \$2.20 per BOUSF for no less than a full floor, and \$3.00 per BOUSF for the entire leased premises. An Adjustment for Vacant Premises shall only be applicable to space completely vacated by the Government and for which the Lessor is no longer required to provide maintenance and operating services.

LESSOR  GOVT \_\_\_\_\_

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D#9

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

- a) SOLICITATION FOR OFFERS #04-025, 41 PAGES
- b) RIDER 1 TO STANDARD FORM 2, 1 PAGE
- c) ATTACHMENT #1, RATE STRUCTURE, 1 PAGE
- d) ATTACHMENT #2, CONSTRUCTION SCHEDULE, 1 PAGE
- e) ATTACHMENT #3, SCOPE OF WORK, 2 PAGES
- f) ATTACHMENT #4, FIRE PROTECTION AND LIFE SAFETY EVALUATION, 17 PAGES
- g) RIDER TO ATTACHMENT #4, FIRE AND LIFE SAFETY EVALUATION, 2 PAGES
- h) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT & ATTACHMENTS, 11 PAGES
- i) GSA FORM 3517, GENERAL CLAUSES, 26 PAGES
- j) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 7 PAGES
- k) FLOORPLAN(S) AND PARKING SITE PLAN, 12 PAGES
- l) PROGRAM OF REQUIREMENTS (DATED June 2004), 119 PAGES
- m) UNIT COSTS FOR ADJUSTMENT EXHIBIT, 1 PAGE
- n) CONGRESSIONAL PROSPECTUS PMD-07W04

8. The following changes were made in this lease prior to its execution: Paragraphs 4 and 5 were deleted in their entirety.

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

LESSOR:

BY \_\_\_\_\_

HARRY ST. CLAIR  
ASSISTANT SECRETARY

Title

IN PRESENCE OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

UNITED STATES OF \_\_\_\_\_

BY \_\_\_\_\_

CONTRACTING OFFICER, GSA, NCR, METROPOLITAN

SERVICE CENTER

Mary Hewson