

# LEASE NO. GS-11-B-12543

Succeeding/Superseding Lease  
GSA FORM L202 (September 2011)

This Lease is made and entered into between

**EJC 1331 F Street, LLC**

("the Lessor"), whose principal place of business is 425 California Street, Suite 1000, San Francisco, CA 94104 and whose interest in the Property described herein is that of Fee Owner, and

**The United States of America**

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**1331 F Street, NW, Washington, DC 20004-1107**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking, if any, and other areas as set forth herein.

## LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term, retroactively, beginning August, 22, 2011, and continuing through August 21, 2026,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA in accordance with all laws, ordinances and governmental rules applicable to the Government.

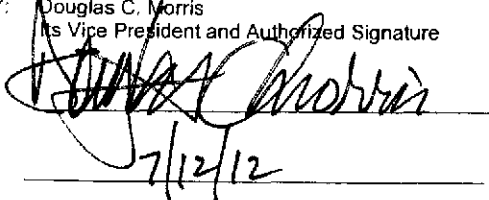
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

## FOR THE LESSOR:

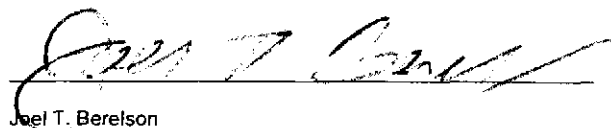
Name: **EJC 1331 F Street, LLC**

BY: James Campbell Company, LLC, a Delaware limited liability company, its Manager

BY: Douglas C. Morris  
its Vice President and Authorized Signature

  
Date: 7/12/12

## FOR THE GOVERNMENT:

  
Joel T. Berelson

Lease LCO

AUG 07 2012

Date: \_\_\_\_\_

  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 7/12/12

**Dorine Holsey Streeter**  
**Executive Vice President**  
**Real Estate Investment Management**

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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS****1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions outlined more thoroughly: Security Attachment, Exhibit H [REDACTED] to be provided within 6 months of lease award), the Schedule for Fire Protection and Life Safety requirements, Exhibit G, Energy Star Improvements, Exhibit J, Section 1.14 of the Lease (Additional Improvements), and any modifications required to comply with all ABAAS, or local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 62,124 rentable square feet (RSF), yielding approximately 51,774 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.199 %, consisting of the entirety of the 3<sup>rd</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> floors of the Building and Suite 400 on the 4<sup>th</sup> floor and Suite 1050 on the 10<sup>th</sup> floor, as more fully described in the Global BOMA Summary and floor plan(s) attached hereto as Exhibit A. The Government and the Lessor stipulate to the rentable square footage and acknowledge that any storage space shown on the floor plans in the above described areas on Exhibit A is included in the 62,124 RSF.

**1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: Not applicable.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease. The Government's use of the roof for such equipment shall be subject to Lessor's reasonable approval (such as if the proposed use would cause of a violation of Lessor's roof warranty), and to any laws applicable to the Government.

**1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)**

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	08/22/2011 Through 08/21/2021	8/22/2021 Through 08/21/2026		
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$ 2,253,858.72	\$36.28	\$2,253,858.72	\$36.28
Tenant Improvements rent <sup>1</sup>	\$ 0.00	\$ 0.00	\$310,620.00	\$5.00
Operating Costs	\$622,482.48	\$10.02	\$622,482.48	\$10.02
Building Specific Security <sup>2</sup>	\$ 0.00	\$ 0.00	\$0.00	\$0.00
Total Annual Rent <sup>3</sup>	\$2,876,341.20	\$46.30	\$3,186,961.20	\$51.30

<sup>1</sup>Tenant Improvements of \$10.00/RSF shall be provided in year six (6) of the lease (available as of 8/22/2016) or \$621,240.00 and an additional \$15.00 in year eleven (11) of the lease (available as of 8/22/21) or \$931,860.00 and amortized at a rate of 0% percent per annum over years 10-15.

<sup>2</sup>Building Specific Security Costs are amortized at a rate of 0 percent per annum over 15 years.

<sup>3</sup>Rates may be rounded.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;

2. All costs, expenses and fees to perform the work, if any, required for acceptance of the Premises in accordance with this Lease as set forth in Paragraph 1.01, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses, except as specifically set forth otherwise;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)**

A. Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Studley, Inc. with the remaining [REDACTED] which is the "Commission Credit", to be credited against the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment of \$ 239,695.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment of \$ 239,695.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

**1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011) (INTENTIONALLY DELETED)****1.06 RENEWAL RIGHTS (SEPT 2011) (INTENTIONALLY DELETED)****1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) AND GLOBAL BOMA SUMMARY	14	A
GSA FORM 3517B GENERAL CLAUSES	33	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	C
GSA FORM 1217	1	D
PRE-LEASE BUILDING SECURITY PLAN	4	E
SECURITY UNIT PRICE LIST	2	F
SCHEDULE FOR FIRE LIFE-SAFETY COMPLIANCE	3	G
SECURITY ATTACHMENT	3	H
DETAILS OF EQUIPMENT TO BE INSTALLED IN RESTROOMS	5	I
ENERGY EFFICIENCY UPGRADES	1	J
SEISMIC CERTIFICATE	1	K

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)**

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope at any time during the term of the Lease. Any unused portion of the TI Allowance (TIA) of Paragraph 1.03 A note 1 shall remain available for use by the Government at any time during the firm term or at any time after the TIA has become available to the Government may be converted to a rent credit amortized at 0% amortization over the then remaining term. The TIA may be used for any purpose determined by the Government.

**1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 49.69 percent. The percentage of occupancy is derived by dividing the total Government space of 62,124 RSF by the total building space of 125,035 RSF.

**1.10 OPERATING COST BASE (SEPT 2011)**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$10.02 per rentable sq. ft or \$622,482.48.

**1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)**

In accordance with the Paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.25/RSF for one entire floor, or all of the portion of a partial floor that it leases under this Lease, and \$2.50/RSF if the entire space is vacated by the Government. No adjustment for vacant space shall be made unless the Government vacates an entire floor, or all of the portion of a partial floor that it leases under this Lease.

**1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$52.74 per hour per floor for the first floor using overtime HVAC

\$15.00 per hour per floor for any additional floor using overtime HVAC

Each of the foregoing rates includes engineering and administrative time as appropriate to program the equipment to operate as specified by the tenant. These rates are for the initial year of the Lease and shall be adjusted in accordance with Paragraph 2.08.

**1.13 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. There is a Supplemental and Standalone HVAC unit on the 6<sup>th</sup> floor, and the cost to provide utilities for this unit is \$12,650.80 for the initial year of the Lease, and shall be adjusted in accordance with Paragraph 2.08. This amount to be paid in monthly installments in arrears of \$1,054.23 along with the annual rent set for in Paragraph 1.03 above.

**1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Lessor will install a high speed hot air hand dryer and also provide automatic flush valves for the toilets and urinals in the building restrooms on the floors in which the Government occupies all or any portion of the space within 6 months of the date of lease award. A more detailed description of the equipment to be installed is attached as Exhibit I.