

LEASE NO. GS-11P-LDC00252

Global Lease
GSA FORM L100 (03/2016)

This Lease is made and entered into between

1250 24 LLC, a District of Columbia limited liability company (the "Lessor"), the sole member of which is World Wildlife Fund, Inc., a Delaware non-profit corporation which is the fee owner of the Property described below (the "Fee Owner"),

(Lessor), whose principal place of business is The World Wildlife Building 1250 24th Street, NW Washington, DC 20037, and whose interest in the Property described herein is that of master lessee from Fee Owner, and

The United States of America

(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:

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

1250 24th Street NW
Washington, DC 20037-1124

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years Firm,

~~subject to termination and renewal rights as may be hereinafter set forth.~~ The commencement date of this Lease, ~~along with any applicable termination and renewal rights,~~ shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by 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: Michael Bawer

Title: CFD

Entity Name: 1250 24 LLC, a District of Columbia limited liability company

Date: 11/19/2016

FOR THE GOVERNMENT:

Name: Roger Perrault

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: Nov 22, 2016

WITNESSED FOR THE LESSOR BY:

Name: Derrick Jackson

Title: Principal

Date: 11/19/2016

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LEASE NO. GS-11P-LDC00252

LESSOR: AB GOVERNMENT: RR

GSA FORM L100 (03/16)

AFDOCS/14288523.1

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 19,528 rentable square feet (RSF), yielding 16,834 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 3rd floor and known as Suite(s) 300, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 16 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 10 parking spaces as depicted on the plan ~~to be approved by the parties and attached hereto as Exhibit B~~, reserved for the exclusive use of the Government, of which 10 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces. In addition, the Lessor shall provide 3 additional parking spaces which are unreserved.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building ~~reasonably sufficient in size for the installation and placement of telecommunications equipment, as approved by Lessor (such approval not to be unreasonably withheld, conditioned or delayed)~~, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

| | FIRM TERM | NON-FIRM TERM |
|---|----------------|---------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$ 684,838.32 | NA |
| TENANT IMPROVEMENTS RENT ² | \$ 168,340.00 | \$0.00 |
| OPERATING COSTS ³ | \$ 201,333.68 | NA |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$ 0.00 | \$0.00 |
| PARKING ⁵ | \$ 62,109.00 | NA |
| TOTAL ANNUAL RENT | \$1,116,612.00 | NA |

¹Shell rent calculation:

(Firm Term) \$35.04825768/27816 per RSF multiplied by 19,528 RSF

²Tenant Improvements of \$50.00/ABOA are amortized at a rate of zero percent per annum over 5 years

³Operating Costs rent calculation: \$10.31/per RSF multiplied by 19,528 RSF and subject to escalation annually as provided in Section 2.09 below

⁴Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years

⁵Parking costs described under sub-paragraph I below - 10 reserved spaces, 3 unreserved spaces

B. In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 16,834 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, ~~as agreed upon by the parties subsequent to the Lease Award Date.~~

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, ~~as agreed upon by the parties subsequent to the Lease Award Date.~~

F. 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.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. 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 the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, 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 (subject, however, to Section 1.08.D below).

3. Performance or satisfaction of all other obligations set forth in this Lease; and 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.

I. Parking shall be provided at a rate of \$450.00 per reserved parking space per month (structured/inside), and \$225.00 per unreserved parking space per month (structured/inside), subject to annual escalation of 3% per annum on each anniversary of the Lease Term Commencement Date.

J. ~~In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first XX (X) months of the Lease. Therefore, the first XX (X) months of the Lease shall be provided at no cost to the Government. INTENTIONALLY DELETED~~

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) INTENTIONALLY DELETED~~

1.05 ~~TERMINATION RIGHTS (AUG 2014) INTENTIONALLY DELETED~~

~~The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than XX days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.~~

1.06 ~~RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED~~

~~This Lease may be renewed at the option of the Government for a term of XX YEARS at the following rental rate(s):~~

| | OPTION TERM, YEARS XX - XX | |
|-------------------|--|-------------------|
| | ANNUAL RENT | ANNUAL RATE / RSF |
| SHELL RENTAL RATE | \$XX | \$XX |
| OPERATING COSTS | OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. | |

~~provided notice is given to the Lessor at least XX days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.~~

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| FLOOR PLAN(S) | 1 | A |
| PARKING PLAN(S) | 2 | B |
| PROPOSAL TO LEASE SPACE – GSA FORM 1364 | 3 | C |
| GSA FORM 1217 – LESSOR'S ANNUAL COST STATEMENT | 2 | D |
| FIRE PROTECTION ASSESSMENT AND LESSOR RESPONSE | 23 | E |
| GSA FORM 3517B GENERAL CLAUSES | 15 | F |
| GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY) | 3 | G |
| SMALL BUSINESS SUBCONTRACTING PLAN | 17 | H |
| SECURITY REQUIREMENTS | 8 | I |
| RIDER #1 | 3 | J |
| BUILDING RULES | 15 | K |

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$60.00 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements; and/or
2. Pay such costs to Lessor in a lump sum after the work is performed provided the Government obligates such sums before Lessor is obligated to perform any work for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. ~~Negotiate an increase in the rent.~~

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

| | INITIAL BUILD-OUT |
|--|-------------------|
| ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS) | \$7.15/ABOA SF |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS) | 5.13% |

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$0.00 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of NA percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage after the work is performed provided the Government obligates such sums before Lessor is obligated to perform any work upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. ~~Negotiate an increase in the rent.~~

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 8.17 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 19,528 RSF by the total Building space of 239,144 RSF.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$10.31 per RSF (\$201,333.68/annum)

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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 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 \$1.00 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage" (such rates to be subject to change from time to time to account for actual changes in energy prices incurred by Lessor):

- \$38.00 per hour per zone
- No. of zones: 2
- \$76.00 per hour for the entire Space.

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as BTU. The temperature of this room shall be maintained at degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- B. The 24 hour cooling service shall be provided by the Lessor at an annual rate of \$X,XX per ABOA SF of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.
- C. The Lessor shall submit monthly invoices, in arrears, for this cost to the LCO or the LCO's designated representative at the address below:

- D. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Fire & Life Safety: Lessor shall, at Lessor's sole cost and expense, perform all fire and life safety upgrades outlined in the attached Exhibit E

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED