

LEASE NO. GS-11P-LDC12722

Standard Lease
GSA FORM L201C (May 2015)

This Lease is made and entered into between

1301 K Street Limited Partnership

(Lessor), whose principal place of business is c/o Hines Interests Limited Partnership, 800 Tenth Street, NW, Suite 600, Washington, DC 20001, and whose interest in the Property described herein is that of 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

1301 K Street, NW, Washington, DC 20005-3317

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 either upon November 1, 2016 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

10 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:

1301 K STREET LIMITED PARTNERSHIP,
a Texas limited partnership

By: Washington 1301 K SPE GP LLC,
a Delaware limited liability company, its general partner

By: 1301 K Street Investors LLC,
a Delaware limited liability company, its sole member


By: Washington 1301 Limited Partnership,
a Texas limited partnership, its managing member

By: Hines Acquisitions No. 2 Limited Partnership,
a Texas limited partnership, its general partner

By: Hines 1301 K Street GP LLC,
a Delaware limited liability company, its general partner

By: Hines Interests Limited Partnership,
a Delaware limited partnership, its sole member

By: Hines Holdings, Inc.,
a Texas corporation, its general partner

By: 
Charles K. Watters, Jr.
Senior Managing Director

Date: 4/4/16

FOR THE GOVERNMENT:

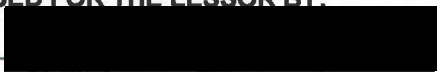
Name: ERIC ROBERT

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 4/22/16

WITNESSED FOR THE LESSOR BY:



Name: Jeffrey Harvitz

Title: Agent for Owner

Date: 4/4/16

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses. Lessor represents that building shell items are in good repair and tenantable condition and meet the standard set forth in this Lease. Lessor shall continue to maintain (or replace, if necessary) such items or conditions that relate to the shell so that they remain in "good repair and tenantable condition" throughout the term of this lease.

The Premises are described as follows:

A. Office and Related Space: 23,425 rentable square feet (RSF), yielding 21,361 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2 floor(s) and known as Suite(s) 200 East Tower, 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 1.0966 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.

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: 0 parking spaces reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size (but no more than 3.958 percent of the usable roof area) for the installation and placement of telecommunications equipment, (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 (APR 2015)

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

| | FIRM TERM | FIRM TERM |
|---|--------------------|------------------------|
| | YEAR 1 ANNUAL RENT | YEARS 2-10 ANNUAL RENT |
| SHELL RENT ¹ | \$ 0.00 | \$789,188.25 |
| TENANT IMPROVEMENTS RENT ² | \$ 0.00 | \$ 0.00 |
| OPERATING COSTS ³ | \$ 0.00 | \$ 319,751.25 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$ 0.00 | \$ 0.00 |
| PARKING ⁵ | \$ 0.00 | \$ 0.00 |
| TOTAL ANNUAL RENT | \$ 0.00 | \$1,108,939.50 |

¹Shell rent calculation:

(Firm Term) \$33.69 per RSF multiplied by 23,425 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0 percent per annum over 10 years.

³Operating Costs rent calculation: \$13.65 per RSF multiplied by 23,425 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 10 years

⁵Parking costs described under sub-paragraph H below

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.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 21,361 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. 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.

E. 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.

F. 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 in SAM.

G. 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.

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.

~~H. Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).~~

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **SAVILLS 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 **SAVILLS STUDLEY, INC.** with the remaining [redacted] which is the Commission Credit, to be credited to 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 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 13 Rental Payment of \$92,411.63 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 13th Month's Rent.*

Month 14 Rental Payment of \$92,411.63 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 14th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011) 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 / RSF |
| SHELL RENTAL RATE | \$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 (APR 2015)

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

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|---|--------------|---------|
| FLOOR PLAN(S) | 1 | A |
| SECURITY REQUIREMENTS | 7 | B |
| GSA FORM 3517B GENERAL CLAUSES | 46 | C |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS | 12 | D |
| FIRE AND LIFE SAFETY EVALUATION | 20 | E |
| Small Business Subcontracting Plan | 10 | F |

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$0.00** 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.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013) (INTENTIONALLY DELETED)

~~A. 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.~~

~~B. 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.~~

~~C. 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;~~
- ~~2. Pay lump sum 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.~~

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) (INTENTIONALLY DELETED)

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) | N/A |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS) | N/A |

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) (INTENTIONALLY DELETED)

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) (INTENTIONALLY DELETED)

1.13 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 **3.958** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **23,425** RSF by the total Building space of **591,840** RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED

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

1.15 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 \$13.65 per RSF (\$319,751.25/annum).

1.16 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 \$1.50 per ABOA SF of Space vacated by the Government. The Government may only apply this adjustment to space that can be clearly demised, thus enabling the Lessor to properly limit operating services.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$ 50.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED

- 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.~~

1.19 BUILDING IMPROVEMENTS (SEP 2012)

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

- A. Fire and Life Safety
- 1) Survey and fire stop all unprotected penetrations in building telephone, electric, and mechanical rooms.
 - 2) Survey and fire stop all unprotected penetrations in stair enclosures.
 - 3) Provide hydraulic name plates on building sprinkler system as required.
 - 4) Lab test or replace dry pendant and dry horizontal sprinkler heads which are 10 year old or older.
 - 5) Relocate fire pump sensing line to be connected between the fire pump suction valve and the fire pump discharge valve.
 - 6) Provide operable hardware on the fire rated door from Stair 1 to the loading dock.
 - 7) Remove obstructions in level 7, 8, and 9 elevator lobbies between sprinklers and light fixtures.
 - 8) Adjust settings on fire pumps and jockey pumps to be in accordance with NFPA.
 - 9) Test pressure regulating valves on sprinkler system as required by code.

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.