

**LEASE NO. GS-03P-LPA00053**

Standard Lease  
GSA FORM L201C (May 2015)

This Lease is made and entered into between

**Lessor's Name**

**PITTSBURGH [REDACTED] BUSINESS TRUST**

(Lessor), whose principal place of business is 10100 Santa Monica Boulevard, Suite 2600, Los Angeles, California 90067-4000, 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 the

**Martha Dixon Building  
3311 East Carson Street  
Pittsburgh, Pennsylvania 15203-2148**

and more fully described in Section 1, 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**

**10 Years Firm.** To Have and To Hold the said Premises with its appurtenances for the term beginning on May 1, 2017 and continuing through April 30, 2027, at the rates set forth in Paragraph 1.03, payable monthly in arrears, subject to termination and renewal rights as may be hereinafter set forth.

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: PHILIP HAN  
Title: AUTHORIZED SIGNATORY  
Entity Name: PITTSBURGH FBI-GPT BUSINESS TRUST  
Date: 05/01/2017

**FOR THE GOVERNMENT:**

Name: Laura B. Ney  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 5/3/2017

**WITNESSED FOR THE LESSOR BY:**

Name: DANIEL GOLDSTOBE  
Title: DIRECTOR  
Date: 05/01/2017

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 (JUN 2012) MODIFIED**

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, but are not limited to, 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, operation, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: **100,054** rentable square feet (RSF), yielding 91,217 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on Floors 1 – 4, which comprise the entire building.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.09687887. 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: **256** parking spaces reserved for the exclusive use of the Government, of which **126** shall be structured/inside parking spaces, and **130** 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 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:

	YEARS 1 - 10
	ANNUAL RENT <sup>5</sup>
SHELL RENT	\$2,352,638.00
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$ 0
OPERATING COSTS <sup>2</sup>	\$ 1,006,164.00
<del>BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)<sup>3</sup></del>	<del>\$ XXX,XXX.XX</del>
<del>PARKING<sup>4</sup></del>	<del>\$ XXX,XXX.XX</del>
<b>TOTAL ANNUAL RENT</b>	<b>\$3,358,802.00</b>

<sup>1</sup>The Tenant Improvement Allowance of **\$10.97/ABOA SF** for a total amount of \$1,000,650.49 will be amortized at a rate of 0 percent per annum through the remainder of the firm term. The exact months of amortization will be determined after the tenant improvements are completed. Refer to Paragraphs 1.08 and 1.09 for further information regarding use and payment of Tenant Improvements Rent.

<sup>2</sup>Operating Costs rent calculation: **\$10.0562** per RSF multiplied by 100,054 RSF

<sup>3</sup>~~Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years INTENTIONALLY DELETED~~

<sup>4</sup>~~Parking costs described under sub-paragraph H below INTENTIONALLY DELETED~~

<sup>5</sup>The lessor shall abate the rent months 1 through 6 in the first year of the lease. Since the Tenant Improvements will not be completed prior to lease commencement, a rent credit of \$50,032.50 (6 months of T1 rent amortized over 10 years) will be taken when the TI rent commences.

B. INTENTIONALLY DELETED

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. INTENTIONALLY DELETED

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).~~ INTENTIONALLY DELETED

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (AUG 2011)**

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 180 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**

**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
Barricade System Quote No. KB0105171 per Par. 7.07	1	A
HVAC WORK ROOM LOCATIONS PER PAR. 7.08	2	B
HVAC Proposal dated January 17, 2017 per Par. 7.08	3	C
SECURITY REQUIREMENTS	10	D
GSA FORM 3517B GENERAL CLAUSES DATED JUNE 2016	15	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	F

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$10.97 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. In accordance with Paragraph 1.09 of the Lease, the final amount of TIA expended shall be amortized in the rent over the remainder of the Firm Term of this Lease at an annual interest rate of 0 percent.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)**

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. The Government shall issue Notice to Proceed with any Tenant Improvements within 24 months from the date of this lease agreement, and any unused portion of the TIA shall be returned to the Lessor. Payment of the TIA shall commence upon completion of authorized improvements.

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)**

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%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	6%

**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 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 100,054 RSF by the total Building space of 100,054 RSF.

**1.14 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$407,648.20. 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 \$10.0562 per RSF.

**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 \$1.49 per ABOA SF of Space vacated by the Government.

**1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

- \$ 35.00 per hour for the entire Space

**1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)**

A. The following rooms are served by supplemental HVAC units, providing 24-hour cooling (24 hours a day, 365 days a year):

- Conference Facility
- Modem Room
- Switchboard/Night Duty Room
- Room
- FM Console Room/HF Radio Room
- FM Backroom
- FM Transmitter Room
- Communications/SAMNET
- SCIF
- One Duplicating Room

Telephone Equipment & Frame Room  
Criminal Technical Room  
Technical Equipment Room  
Special Operations Room  
Task Force Operations Room  
Technical Workroom/Administration  
Imaging Center  
Electrical Closets  
Server Room  
CART Examination Room

This 24 hour cooling service shall continue to be provided by the Lessor, at the Lessor's expense, and incorporated into the Lease operating rental rate. The overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not be charged for this 24 hour cooling requirement.

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED

**1.19 BUILDING IMPROVEMENTS AND OTHER DELIVERABLES (SEP 2012)**

The Lessor shall complete the following additional Building improvements and/or ensure compliance with Lease requirements:

- ~~A. Address Garage Lighting Levels INTENTIONALLY DELETED~~
- B. Address Carpet Issues: At the lessor's expense, carpet shall be replaced throughout the building with a product that meets or exceeds the lease requirements within the first year of the lease, assuming no delays caused on part of the Government. The qualities of the replacement carpets shall consider the general, executive and special office areas. Carpet tile shall be used throughout the space.
- C. The Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas within 90 days of lease commencement. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

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