

LEASE NO. GS-11P-LVA00307

Global Lease
GSA FORM L100 (03/2016)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Lessor's Name

CESC Mall L.L.C. (Lessor), whose principal place of business is c/o JBGS/OP Management Services L.L.C., 4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815, 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

1901 S. Bell Street, Arlington, Virginia 22202

and more fully described in Section 1 and Exhibit A 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 September 12, 2017 and continuing through September 11, 2027 for a period of

10 Years, 5 Years Firm,

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: David Paul
Title: Chief Operating Officer

Entity Name: CESC Mall L.L.C.

Date: 9-15-17

FOR THE GOVERNMENT

Name: Joel Berelson
Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: NOV 30 2017

WITNESSED FOR THE LESSOR BY:

Name: [Redacted]
Title: Executive Assistant
Date: 9-15-17

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 (SEP 2015)

The Premises are described as follows:

A. **Office and Related Space:** 18,796 rentable square feet (RSF), yielding 15,420 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of the 4th floor as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 21.89 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. 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. Notwithstanding anything to the contrary, the Government shall be responsible for all costs associated with compliance with Exhibit "C" Agency Program of Requirements.

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 solely within the Government's Space. 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:** INTENTIONALLY DELETED

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 (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	\$411,981.22	\$568,124.14
TENANT IMPROVEMENTS RENT ²	\$156,142.92	\$0.00
OPERATING COSTS ³	\$136,725.86	\$136,725.86
TOTAL ANNUAL RENT	\$704,850.00	\$704,850.00

¹Shell rent calculation:

(Firm Term) \$21.918558 per RSF multiplied by 18,796 RSF
(Non Firm Term) \$30.2258 per RSF multiplied by 18,796 RSF

²The Total Tenant Improvement Allowance of \$50.63 per ABOA (total TI amount \$780,714.60) is amortized at (\$10.13 per ABOA) 0.00% percent per annum over 5 years.

³Operating Costs rent calculation: \$7.2742 per RSF multiplied by 18,796 RSF

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

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 XX 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.
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 \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).~~

J. The Government shall be entitled to free rent for the first twelve (12) months of the Lease, plus months 85, 86, 97, 98, 109, and 110 which shall be provided at no cost to the Government. Pursuant to the Government's Termination Rights set forth below in Lease Paragraph 1.05, if the Government provides the Lessor with notice of termination of the lease, then the Government shall not be entitled to a credit for unused free rent that would have occurred after the effective date of the lease termination.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

A. JONES LANG LASALLE AMERICAS, 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 JONES LANG LASALLE AMERICAS, 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 \$58,737.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent.*

Month 14 Rental Payment \$58,737.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 14th Month's Rent.*

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole, and not in part at any time effective after the Firm Term of this Lease, by providing not less than 120 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 (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
FIRE AND LIFE SAFETY EVALUATION RIDER	3	B
AGENCY PROGRAM OF REQUIREMENTS	13	C
SECURITY REQUIREMENTS LEVEL III	10	D
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	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)	2	G
SMALL BUSINESS SUBCONTRACTING PLAN	8	H
ENERGY EFFICIENCY RIDER	1	I

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Lessor shall make available a Tenant Improvement Allowance (TIA) for purposes of this Lease equal to **\$50.63** per ABOA SF, equating to \$780,714.60. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of zero percent (0%).

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;
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.

1.09 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)	\$2.25
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	2.0%
GENERAL CONDITIONS AND GENERAL CONTRACTOR'S FEE	6.0%

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED~~

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

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 6.79 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 18,796 RSF by the total Building space of 276,722 RSF.

1.13 ~~REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED~~

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 \$136,725.86 per 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 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:"

- \$55.84 per hour for the entire Space. The cost for overtime services does not include an engineer or building staff during overtime hours.

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED

~~A. Two server rooms, each approximately 125 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 rooms. The BTU output of each room is established as One Ton / 12,000 BTU. The temperature of this room shall be maintained between 68 and 72 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. The lessor shall be responsible for the maintenance and servicing of the supplemental cooling units.~~

~~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)

Within forty-five (45) calendar days of the Lessor and the Government's mutual execution of the Lease, the Lessor shall complete the following additional Building improvements:

Fire and Life Safety: Lessor shall perform the recommendations in the attached Rider B – Fire Life Safety Rider.

Energy Efficiency Rider: Lessor shall implement the energy efficiency upgrades listed in Exhibit I.

1.19 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.