

LEASE NO. GS-11P-LVA12620

**Succeeding/Superseding Lease
GSA FORM L202 (October 2012)**

This Lease is made and entered into between

Prosperity Metro Plaza of Virginia, LLC

(Lessor), whose principal place of business is c/o First Potomac Management, 7600 Wisconsin Avenue, 11th Floor, Bethesda, MD 20814-3661, 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

**2675 Prosperity Avenue
Fairfax, VA 22031-2480**

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 February 25, 2014 and continuing through February 29, 2024, 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.

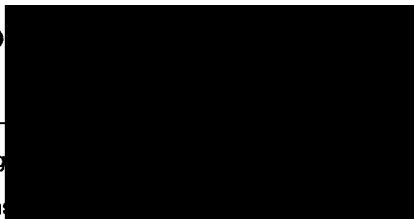
FOR THE



Name: **DOUGLAS J. DONATELLI**
CHAIRMAN & CEO

Date: 5-15-14

FOR



General Services Administration, Public Buildings Service

Date: June 5, 2014

WITNESSED FOR THE LESSOR BY:



Name: Maria Tomy
Title: Administrative Assistant

Date: 5-15-14

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.

LESSOR: DD GOVERNMENT: RL

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

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.

The Premises are described as follows:

A. **Office and Related Space:** 47,640 rentable square feet (RSF), yielding 42,653 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of the Basement, the entire 1st and 2nd floors and a portion of the 3rd floor of the Building.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 11.69 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 (JUN 2012)

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:** 6 unreserved parking spaces of which 6 shall be structured/inside parking spaces and 0 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Additionally, the Government requires 300 parking spaces to be commercially available within 1/4 mile walking distance from the leased property

B. THIS SUBPARAGRAPH INTENTIONALLY DELETED

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

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	\$1,279,610.40	N/A
TENANT IMPROVEMENTS RENT ²	\$85,306.00	N/A
OPERATING COSTS ³	\$332,560.39	N/A
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00	N/A
PARKING ⁵	\$0.00	N/A
TOTAL ANNUAL RENT	\$1,697,476.79	N/A

¹Shell rent (Firm Term) calculation: \$26.86000000 per RSF multiplied by 47,640 RSF.
²The Tenant Improvement Allowance of \$853,060.00 is amortized at a rate of 0 percent per annum over 10 years.
³Operating Costs rent calculation: \$6.98069668 per RSF multiplied by 47,640 RSF
⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years
⁵Parking costs described under subparagraph H below

B. THIS SUBPARAGRAPH 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. 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 in the Lessor's Central Contractor Registration (CCR), now 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 \$0 per parking space per month (Structure), and \$0 per parking space per month (Surface).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

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 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 1 Rental Payment \$141,456.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1 st Month's Rent.*
Month 2 Rental Payment \$141,456.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2 nd Month's Rent.
Month 3 Rental Payment \$141,456.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3 rd Month's Rent.
Month 4 Rental Payment \$141,456.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4 th Month's Rent.
Month 5 Rental Payment \$141,456.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5 th Month's Rent.
Month 6 Rental Payment \$141,456.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6 th Month's Rent. *Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 THIS PARAGRAPH INTENTIONALLY DELETED

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1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
SECURITY REQUIREMENTS	14	B
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	C
AGENCY SPECIFIC REQUIREMENTS	90	D 1-3
GSA FORM 3517B GENERAL CLAUSES	46 47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
SMALL BUSINESS SUBCONTRACTING PLAN	8 7	G
FIRE PROTECTION AND LIFE SAFETY REPORT	11	H
RIDER #1 - FIRE PROTECTION AND LIFE SAFETY	1	I

Exhibits D-1 through D-3 are agency specific standards and will be followed during design and construction.

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

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs 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 TIs. If the

Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

1.09 THIS PARAGRAPH INTENTIONALLY DELETED

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1.11 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 **14.86%** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **47,640** RSF by the total Building space of **320,546** RSF.

1.12 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$192,899.08**.

1.13 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$6.98069668** per RSF (**\$332,560.39** per annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

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 **\$2.46** per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- **\$40.00** per hour per zone (1 zone per floor)
- Number of zones: **3**

In the event that the Government and another tenant of the building (including another Government tenant) that share a floor request simultaneous overtime service, the applicable overtime charge shall be pro-rated over the square footage of each tenant for the simultaneous hours requested.

1.16 THIS PARAGRAPH INTENTIONALLY DELETED

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