

LEASE NO. GS-11P- LVA12677

Succeeding/Superseding Lease
GSA FORM L202 (September 2013)

This Lease is made and entered into between

Rosslyn Center Associates L.P.

(Lessor), whose principal place of business is 1700 North Moore Street, Suite 2200, Arlington, VA 22209 -1901 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

1700 N. Moore Street, Arlington, VA 22209 - 1901

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 **August 25, 2014** and continuing for a period of

5 Years, 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:

Rosslyn Center Associates, L.P.

By; Rosslyn Center Associates, L.P. General Partners

Richard Pelliccioli
Vice President

Date: 7 MAY 15

FOR THE GOVERNMENT:

[Redacted Signature]

Tax

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

LESSOR BY:

Name: ROBERT E. VERD

Title: SECRETARY

Date: 7 MAY 15

5/28/15

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)

Notwithstanding any other provisions in this Lease, the Government accepts the Building Shell and Tenant Improvements in their current configuration and existing condition, except that the Lessor shall comply with all Fire Protection and Life Safety requirements, ABAAS compliance (SEE SECTION 7) 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: 38,582 rentable square feet (RSF), yielding 33,652 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 10th, 11th, 14th and 23rd floors and known as Suites 1000 (6,136 RSF), 1125 (4,655 RSF), 1410, 1425 (8,901 RSF), and 2300 (18,890 RSF) 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 14.65 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. The Premises have been measured and the square foot calculations have been agreed to by both the Lessor and the Government.

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 as depicted on the plan attached hereto as Exhibit N/A, 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 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 (See Exhibit E for Requirements)

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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	\$1,006,886.78	\$0.00
TENANT IMPROVEMENTS RENT ²	\$ 52,497.12	\$0.00
OPERATING COSTS ³	\$ 346,930.00	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 57,873.00	\$0.00
PARKING ⁵	\$ 0.0000	\$ 0.00
TOTAL ANNUAL RENT	\$1,464,186.90	\$0.00

¹Shell rent calculation:

(Firm Term) \$26.097319475 per RSF multiplied by 38,582 RSF

(Non Firm Term) \$0.00 per RSF multiplied by 0 RSF

²The Tenant Improvement Allowance of \$262,485.60 is amortized at a rate of 0 percent per annum over 5 years.

³Operating Costs rent calculation: \$8.99201 per RSF multiplied by 38,582 RSF

⁴Building Specific Amortized Capital (BSAC) of \$289,365.00 are amortized at a rate of 0 percent per annum over 5 years

⁵Parking costs described under sub-paragraph H below

B. 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.

C. 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.

D 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.

E 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.

F 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 \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. DTZ 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] subject to adjustment due to the Government's decision on the use of the Tenant Improvement Allowance and the Building Security and Amortization Cost (BSAC). The Commission is payable 50% upon Lease execution and 50% upon the Government's decision for the use of the Tenant Improvement Allowance and the BSAC according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to DTZ 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 1 Rental Payment \$122,015.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.* The remainder of the commission credit will be taken as a rental credit after the Government determines the use of the Tenant Improvements. *Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011) INTENTIONALLY DELETED

1.06 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. SEE SECTION 2.09, D	

provided notice is given to the Lessor at least 180 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 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	4	A
GSA FORM 3517B GENERAL CLAUSES	47	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	C
GSA FORM 1217	2	D
ANTENNA REQUIREMENTS	2	E

- 1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013) INTENTIONALLY DELETED~~
- 1.09 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED~~
- 1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED~~
- 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 10.936 percent of the office space in the Building. The Percentage of Occupancy is derived by dividing the total Government Space of 38,582 RSF by the total Building office space of 352,787 RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$123,498.00. The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is the real estate taxes for the office portion of the Property which is 86.22% of the total Real Estate Tax Bill for the period of August 25, 2014 – August 24, 2015.

The total taxes assessed as real estate taxes by the taxing jurisdiction for the Government occupied area paid by the Lessor are \$150,640.00, which includes \$27,142.00 of taxes for the Business Improvement District, Storm Water Management, and Transportation. The Government and Lessor agree that taxes for the Business Improvement District, Storm Water Management, and Transportation will not be included in the tax base, which is established as \$123,498.00. This Agreement does not affect either the Government's or the Lessor's position regarding the definition of Real Estate Taxes under the terms of any other lease.

1.13 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 \$8.99 per RSF (\$346,930.00/annum).

1.14 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 \$0.90 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:"

- \$55.00 per hour per zone
- Number of zones: 2 zones on the 23rd floor and 1 zone on the 10th, 11th and 14th floors of the leases premises.

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such areas shall be separately metered and the Government will be billed monthly for services. 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.

1.17 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements within one hundred and twenty days (120) days after the receipt of the Notice to Proceed (NTP) from the Government. These improvements will be paid for out of the Tenant Improvement Allowance.

- New carpet for suites 1000, 1125, 1410 and 1425.
- New paint for suites 1000, 1125, 1410 and 1425.
- New light fixtures for suites 1000, 1125, 1410 and 1425.