

**LEASE NO. GS-10P-LAK07436**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2014)

This Lease is made and entered into between

**Elman Anchorage Associates, LP**

(Lessor), whose principal place of business is 100 North Centre Avenue, Suite 502, Rockville Centre, NY 11570, 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

**1011 East Tudor Road, Anchorage, AK 99503**

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 22, 2015 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**20 Years, 15 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:**

[Redacted Signature]

Title: PRESIDENT of the GP

Date: 10-23-2015

[Redacted Signature]

Title: VP of the GP

Date: 10-23-2015

[Redacted Signature]

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 10/29/15

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)**

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: 89,049 rentable square feet (RSF), yielding 73,515 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the First, Second and Third floor(s) 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 1.2113. This factor, which represents the conversion from ABOA to rentable square feet, 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: 300 surface parking spaces for the exclusive use of the Government. 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 CONSIDERATIONS (SEP 2013)**

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

YEAR (Firm Term Years 1-15)	DATE	SHELL RENT <sup>1</sup>	OPERATING COSTS <sup>2</sup>	TOTAL RENT
Year 1	11/22/2015 – 11/21/2016	\$2,226,225.00	\$687,458.28	\$2,913,683.28
Year 2	11/22/2016 – 11/21/2017	\$2,226,225.00	\$704,644.74	\$2,930,869.74
Year 3	11/22/2017 – 11/21/2018	\$2,226,225.00	\$722,260.86	\$2,948,485.86
Year 4	11/22/2018 – 11/21/2019	\$2,226,225.00	\$740,317.38	\$2,966,542.38
Year 5	11/22/2019 – 11/21/2020	\$2,226,225.00	\$758,825.31	\$2,985,050.31
Year 6	11/22/2020 – 11/21/2021	\$2,226,225.00	\$777,795.94	\$3,004,020.94
Year 7	11/22/2021 – 11/21/2022	\$2,226,225.00	\$797,240.84	\$3,023,465.84
Year 8	11/22/2022 – 11/21/2023	\$2,226,225.00	\$817,171.86	\$3,043,396.86
Year 9	11/22/2023 – 11/21/2024	\$2,226,225.00	\$837,601.16	\$3,063,826.16
Year 10	11/22/2024 – 11/21/2025	\$2,226,225.00	\$858,541.19	\$3,084,766.19
Year 11	11/22/2025 – 11/21/2026	\$2,226,225.00	\$880,004.72	\$3,106,229.72
Year 12	11/22/2026 – 11/21/2027	\$2,226,225.00	\$902,004.84	\$3,128,229.84
Year 13	11/22/2027 – 11/21/2028	\$2,226,225.00	\$924,554.96	\$3,150,779.96
Year 14	11/22/2028 – 11/21/2029	\$2,226,225.00	\$947,668.83	\$3,173,893.83
Year 15	11/22/2029 – 11/21/2030	\$2,226,225.00	\$971,360.55	\$3,197,585.55
Year 16	11/22/2030 – 11/21/2031	\$2,226,225.00	\$995,644.57	\$3,221,869.57
Year 17	11/22/2031 – 11/21/2032	\$2,226,225.00	\$1,020,535.68	\$3,246,760.68
Year 18	11/22/2032 – 11/21/2033	\$2,226,225.00	\$1,046,049.07	\$3,272,274.07
Year 19	11/22/2033 – 11/21/2034	\$2,226,225.00	\$1,072,200.30	\$3,298,425.30
Year 20	11/22/2034 – 11/21/2035	\$2,226,225.00	\$1,099,005.31	\$3,325,230.31

<sup>1</sup>Shell rent calculation:  
(Firm Term) \$25.00 per RSF multiplied by 89,049 RSF; (Non Firm Term) \$25.00 per RSF multiplied by 89,049 RSF  
Tenant Improvements and Building Specific security upgrades incorporated into Shell rent.  
Shell rent includes Real Estate taxes of \$1.86 multiplied by 89,049 RSF, per Clause 1.11 and 1.12 of this lease. Real Estate taxes subject to adjustment in accordance with Clause 2.07

<sup>2</sup>Operating Costs rent calculation: \$7.72 per RSF multiplied by 89,049 RSF for Year 1. Operating Costs have been subjected to an annual escalation of 2.5%, as reflected in the above rent table.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 73,515 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Intentionally deleted

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 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.

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

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.

A. 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:

Months 1-5 Rental Payment \$242,806.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6<sup>th</sup> Month's Rent.\*

Month 6 Rental Payment \$242,806.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7<sup>th</sup> Month's Rent.\*

Month 7 Rental Payment \$242,806.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED].

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

**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 365 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 PARAGRAPH INTENTIONALLY DELETED**

**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)	3	A
SECURITY REQUIREMENTS	6	B
AGENCY SPECIAL REQUIREMENTS	3	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
SEISMIC FORM	1	F

**1.08 INTENTIONALLY DELETED**

**1.09 INTENTIONALLY DELETED**

**1.10 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 92 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 89,049 RSF by the total Building space of 96,623 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 \$165,187.21. Parcel numbers is 009-122-19-00011, 009-122-31-00016. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**1.13 INTENTIONALLY DELETED**

**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 \$3.00 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:"

- \$48.00 per hour for the entire Space.

**1.16 24-HOUR HVAC REQUIREMENT (SEP 2014)**

- 290 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 the three server spaces should be calculated, together with any building electrical equipment in the spaces, and cooling capacity designed accordingly. The temperature of this room shall be maintained at 67 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- The 24 hour cooling service shall be provided by the Lessor at an annual rate of \$0.00 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.
- 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)**

Before the Government accepts the Space, the Lessor at the Lessor's expense shall complete the following additional Building improvements prior to acceptance of the Space per the schedule in Section 4.0:

- Per current Lease No. LAK05720, Lessor shall replace carpet and paint upon approval of specifications from the Government, and in accordance with provisions required of the Lessor in current lease, including but not limited to moving and return of furniture.
- Lessor shall provide security upgrades to [REDACTED] and [REDACTED] system in accordance with Agency Security Requirements and Agency Special Requirements.
- Construction of demised area in Room 105 to provide contiguous space for Government use per the attached floor plan.