

License Agreement No. GS-11P-LDC12689

GSA FORM L201A (September 2014)

This License Agreement is made and entered into between

Northwestern Development Company

(Licensor), whose principal place of business address is 1120 Connecticut Avenue, NW, Suite 1200, Washington, DC 20036-2902

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:

Licensor hereby grants the Government exclusive right to use or permits the use of all or any portion of the Premises described herein of the Property located at

1800 G Street, NW, Washington, DC 20006-4403

and more fully described in Section 1, together with rights to the use of other areas as set forth herein, to be used for such purposes as determined by GSA.

LICENSE AGREEMENT TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this License Agreement and continuing for a period of

10 Years Firm,

subject to the terms as may be hereinafter set forth. The commencement date of this License Agreement, **May 16, 2015**, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this License Agreement 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 License Agreement to the Licensor.

FOR _____
Name: [Redacted]
Title: Exec. VP / Agent
Entity Name: Northwestern Development Company
Date: 8.26.15

FOR THE _____
Roger Per _____
Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: September 10, 2015

WITNESSED FOR THE LICENSOR BY:

Name: [Redacted]
Title: Vice President
Date: 8-26-15

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 (SIMPLIFIED) (SEP 2013)

The Government is granted the right to use the roof top space as indicated on Exhibit A located at the building located at 1800 G Street, NW, Washington, DC.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (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 Licensor to ensure signage is consistent with Licensor's standards.

1.03 RENTAL CONSIDERATION

In consideration for the License Agreement, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Licensor's other obligations set forth herein, the Government shall pay the Licensor annual rent to be computed using the rental rate(s) specified at the following rates.

	1 st Five Years May 16, 2015 to May 15, 2020	2 nd Five Years May 16, 2020 to May 15, 2025
	ANNUAL RENT	ANNUAL RENT
ANTENNA / ROOF TOP SPACE RENT	\$36,000.00	\$42,000.00
TOTAL ANNUAL RENT	\$36,000.00	\$42,000.00

Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Licensor. Rent shall be inclusive of all costs incurred by the Licensor, including all taxes of any kind, and all operating costs.

1.04 INTENTIONALLY DELETED

1.05 INTENTIONALLY DELETED

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LICENSOR AGREEMENT

The following documents are as attached to and made part of the License Agreement:

DOCUMENT NAME	No. OF PAGES
Roof Top License Agreement	5
Representations and Certifications (GSA Form 3518A)	7
Exhibit A	1

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED