

**LEASE NO. GS-11P-LVA12694**

Standard Lease  
GSA FORM L201C (September 2014)

This Lease is made and entered into between

**Two Ballston Plaza Co LLC**

(Lessor), whose principal place of business is 750 9<sup>th</sup> Street, NW, Suite 700, Washington, DC 20001-4590, 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

**1110 North Glebe Road, Arlington, Virginia 22201-4795**

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**

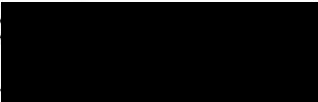
To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**10 Years, 5 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease is October 1, 2015.

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: Gregory B. Meyer  
Title: Executive Vice President  
Entity Name: Two Ballston Plaza Co. LLC  
Date: 8/22/15

Name: Lisa Richmond  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: AUG 13 2015

FOR THE LESSOR BY:



Name: Simon Carney  
Title: Senior Vice President, Regional Counsel  
Date: 5/22/15

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 (JUN 2012)**

The Premises are described as follows:

A. Office and Related Space: 120,435 rentable square feet (RSF), yielding 103,687 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the partial fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) and entire seventh (7<sup>th</sup>) through eleventh (11<sup>th</sup>) floor(s) and known as Suite(s) 450, 500, 700, 800, 900, 1000, and 1100, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. Unless otherwise noted in Section 1.19, the Government agrees to accept the Premises and the Building Shell Requirements as "existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be "in good repair and tenantable condition" at the time of the Lease Commencement Date or any other specified date(s). The acceptance of the Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the Lease.

B. Common Area Factor: The Common Area Factor (CAF) is established as 16 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 (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: Four (4) parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which four (4) shall be structured/inside parking spaces, shall be included in the rental consideration. The Government shall have the right to place a generator, diesel fuel tank and load bank in the structured parking spaces reserved for Official Government Vehicles. The Government shall accept the location and configuration of these spaces "as existing", and any improvements or alterations thereto shall be paid for out of the Tenant Improvement Allowance. In addition, the Lessor shall provide access to 200 on-site parking spaces or such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property, whichever is greater.

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. Specifically, the Government shall have the right to install equipment with the following specifications: Satellite Antenna dish: Size .98, Mounting system: Model AN8-098-GD, Manufacture: GDSatcom, Frequency: Receive - 19.7 GHz to 20.2 GHz, Transmit - 29.5 to 30 GHz. The antenna will be on a non-penetrating mount anchored with concrete blocks. Series 3982 - 98cm Rx/Tx Ka-Band. For the HF Antenna, it also will be on a non-penetrating mount. Two transmit frequencies will be used: Primary: 7.632.0 MHz Upper Sideband (USB), Alternate: 4.458.0 MHz Upper Sideband (USB).

**1.03 RENT AND OTHER CONSIDERATION (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 <sup>1</sup>	\$2,895,199.79	\$3,309,947.79
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$207,374.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$1,116,038.46	\$1,116,038.46
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$207,374.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT<sup>6</sup></b>	<b>\$4,425,986.25</b>	<b>\$4,425,986.25</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$24.04 per RSF multiplied by 120,435 RSF (Rate is rounded)  
 (Non Firm Term) \$27.48 per RSF multiplied by 120,435 RSF (Rate is rounded)

<sup>2</sup>The Tenant Improvement Allowance of \$1,036,870 is amortized at a rate of 0 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$9.27 per RSF multiplied by 120,435 RSF (Rate is rounded)

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$1,036,870 are amortized at a rate of 0 percent per annum over 5 years

<sup>5</sup>Parking costs described under sub-paragraph H below

<sup>6</sup>The Total Annual Rent for the first four (4) months of the Lease shall be abated.

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.

**B. 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. The Lessor shall make at least 200 parking permits available to the Government. The Government can purchase these permits directly from the parking operator at the operator's then-current rate.

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

A. **CBRE, 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 **CBRE, 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 5 Rental Payment \$368,832.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent.\*

Month 6 Rental Payment \$368,832.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6<sup>th</sup> Month's Rent.\*

Month 7 Rental Payment \$368,832.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7<sup>th</sup> Month's Rent.\*

\* 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, at any time effective after the 5-Year 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 RENEWAL RIGHTS (SEP-2013) 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)	7	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS [REDACTED]	10	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	F
SMALL BUSINESS SUBCONTRACTING PLAN	11	G
RIDER NUMBER ONE – FIRE PROTECTION AND LIFE SAFETY	1	H
RIDER NUMBER TWO – ELEVATOR MODERNIZATION	1	I
RIDER NUMBER THREE – COMMON AREA RENOVATIONS	2	J
RIDER NUMBER FOUR – ABOVE STANDARD EQUIPMENT	2	K

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$10.00 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0 percent.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)**

A. 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 abatement against Shell Rent. Any such rental abatement shall be applied to the rental payments next due, after the abated rent and commission credit referenced in Sections 1.03 and 1.04 have been exhausted, following the Government's election to return such unused TIA.

B. 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 abatement against Shell Rent.

C. 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.

**1.10 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)*	\$0.12
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	4%
GENERAL CONDITIONS FEE (% OF TI CONSTRUCTION COSTS)	7.5%
GENERAL CONTRACTOR'S FEE (% OF TI CONSTRUCTION COSTS)	3.5%

\*This rate is based on the assumption that 90% of the TI will be used for paint and carpet. In the event that the Government's scope of work is increased, the Lessor may determine the architectural and engineering fees through a competitive bid process, which must be negotiated and acceptable to the Government's Contracting Officer.

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$10.00 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 0 percent.

**1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for abatement against Shell Rent. Any such rental abatement shall be applied to the rental payments next due, after the abated rent and commission credit referenced in Sections 1.03 and 1.04 have been exhausted, following the Government's election to return such unused BSAC.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC 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 a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in abatement against shell rent.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

#### 1.13 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 51.48 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 120,435 RSF by the total Building space of 233,926 RSF.

#### 1.14 REAL ESTATE TAX BASE (~~SEP 2013~~) INTENTIONALLY DELETED

#### 1.15 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 \$9.27 per RSF (\$1,116,038.46/annum).

#### 1.16 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 \$2.26 per ABOA SF of Space vacated by the Government. Notwithstanding anything contained in the Lease to the contrary, the Government shall not be entitled to a rental rate adjustment unless it has vacated one hundred percent (100%) of the Premises on any given floor.

#### 1.17 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 floor for the entire Space.

#### 1.18 24-HOUR HVAC REQUIREMENT (~~SEP 2014~~) INTENTIONALLY DELETED

#### 1.19 BUILDING IMPROVEMENTS (SEP 2012)

Within 60 days of Lease execution, unless an alternative timeframe is described in an attached exhibit, the Lessor shall complete the following additional Building improvements at its sole cost and expense:

- A. As described in Exhibit H, those findings identified on page 9 in the Aon Fire Protection Engineering Corporation Fire Protection and Life Safety evaluation dated April 30, 2014.
- B. Lessor shall perform an elevator modernization as described in the attached Exhibit I. The Lessor shall continue to provide maintenance and repair, at its sole cost and expense, to the elevators to ensure that they comply with section 3.17 of the Lease throughout the term of the Lease.
- C. The Lessor shall repaint the walls and patch the wall coverings in the elevator lobbies and common area corridors on the 7th – 11th floors. The Lessor shall also upgrade the finishes in the restrooms on the 7th – 11th floors as outlined in the attached Exhibit J.
- D. Ensure that ceilings comply with Lease Section 3.22. Specifically, inspect all suspended ceiling; repair as necessary, fully seat any out of place tiles and replace any stained and/or damaged ceiling tiles.
- E. The Lessor shall upgrade the lighting in some areas of the garage and along the exterior of the Building and perform variable frequency drive (VFD) replacement, at its sole cost and expense, to ensure compliance with the terms of the Lease.

#### 1.20 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.