

LEASE NO. GS-11P-LVA12588

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

This Lease is made and entered into between

Lessor's Name: 1101 Wilson Owner, LLC

(Lessor), whose principal place of business is 230 Park Avenue, Suite 500, New York, NY, 10169, 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 North Kent Street (aka 1101 Wilson Boulevard), Arlington, VA, 22209

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 **June 10, 2013** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

10 Years, 10 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.

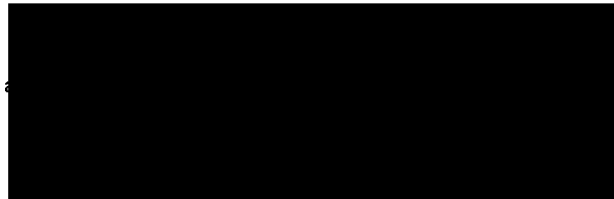
FOR THE LESSOR:

1101 Wilson Owner, LLC, a Delaware limited liability company
By: Rosslyn Series, LLC (with respect to its 1101 Series),
its sole member

Name: Brian Robin

Title: Vice President

Date: 7/12/13



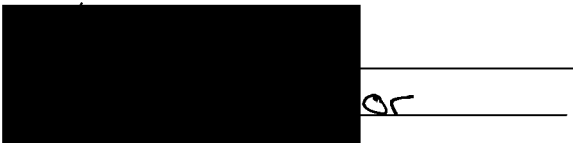
Santoni Graham

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 7/30/2013

WITNESSED FOR THE LESSOR BY:



Title: Executive Assistant

Date: 7/12/13

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) (JUN 2012)

Unless otherwise noted in section 1.17 – Building Improvements, the Government accepts the Premises and tenant improvements and existing security and access components in their existing condition, except where standards are contained elsewhere in this Lease. These standards include 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 or from compliance with all local codes and ordinances.

The Premises are described as follows:

A. Office and Related Space: 14,226 rentable square feet (RSF), yielding 12,933 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd, 3rd and 4th 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 10 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: Six (6) reserved, structured, inside parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease. The Government's right to affix security, communications equipment, and antennae or similar equipment to the roof, parapet or Building envelope shall be subject to code compliance, maximum load capacity, standard rental rates, and Lessor's consent (not to be unreasonably withheld, conditioned, or delayed). Installation and use of such equipment shall be at the Government's sole cost and expense and subject to receipt of all required governmental approvals and shall not interfere with the Building's systems or structures.

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 ANNUAL RENT YEARS 1-5	FIRM TERM ANNUAL RENT YEARS 6-10
SHELL RENT ¹	\$421,905.46	\$464,583.46
TENANT IMPROVEMENTS RENT ²	\$9,053.33	\$9,053.33
OPERATING COSTS ³	\$85,600.40	\$85,600.40
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$1,267.19	\$1,267.19
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$517,826.38	\$560,504.38

¹Shell rent (Firm Term) calculation: \$29.65735 (years 1-5) per RSF and \$32.65735 (years 6-10) per RSF multiplied by 14,226 RSF

²The Tenant Improvement Allowance of \$71,130.00 is amortized at a rate of 5 percent per annum over 10 years.

³Operating Costs rent calculation: \$6.01718 per RSF multiplied by 14,226 RSF

⁴Building Specific Amortized Capital (BSAC) of \$9,956.00 are amortized at a rate of 5 percent per annum over 10 years

⁵Parking costs described under sub-paragraph G below

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. 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 System for Award Management Registration (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, maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of all utilities directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

H. In addition to the six (6) reserved parking spaces that are included in the rental rate as noted above, the Government shall have the right to an additional nineteen (19) reserved structured, indoor parking spaces. These nineteen (19) spaces shall be available at a rate of \$345 per parking space per month for years 1 through 5 and \$385 per parking space per month for years 6 through 10, with the Government tenant contracting directly with the Lessor and/or the garage operator. Within thirty (30) days of the Lease Commencement Date, the Government shall notify Lessor in writing of how many of the nineteen (19) additional parking permits it requires. From and after such notification, the Lessor shall be under no obligation to provide any parking permits above the number required by the Government in such notification.

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 \$43,152.20 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$43,152.20 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

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

1.05 INTENTIONALLY DELETED

1.06 INTENTIONALLY DELETED

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 PLANS	3	A
PARKING PLAN	1	B
FACILITY SECURITY LEVEL II	5	C
SECURITY UNIT PRICE LIST	2	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
FIRE AND LIFE SAFETY CORRECTIONS	3	G
GENERAL CLAUSE AMENDMENT	1	H
COMMON AREA FLOOR PLANS	3	I

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 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$5.00 per RSF (\$71,130.00). 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 5 percent. Any applicable tenant improvement fee shall be negotiated at that time. The Lessor shall not be obligated to provide any additional tenant improvement allowance funds in connection with this lease. Any tenant improvements that the Government elects to do in excess of the tenant improvement allowance shall be paid in full by the Government in lump sum at substantial completion.

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 4.2169 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 14,226 RSF by the total Building space of 337,359 RSF. The building and the land upon which 1700 N Kent Street is situated are currently assessed by the local jurisdiction for Real Estate Tax purposes as part of three tax parcels (RPC-16-039-002, RPC 16-039-003, and RPC 16-039-021), which tax parcels are comprised of the land for the 1700 N Kent Street, the land for 1101 Wilson Boulevard (the immediately adjacent building), and the improvements for both 1700 N Kent Street and 1101 Wilson Boulevard. When and if Lessor is able to have the tax parcels re-subdivided, the parties shall enter into an amendment to this Lease reflect the re-subdivision.

1.12 INTENTIONALLY DELETED

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 \$6.01718 per RSF (\$85,600.40/annum). This base is net of all utilities.

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

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government vacates the entire or any portion (must be in full floor increments) 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 \$1.50 per ABOA SF of Space vacated by the Government.

1.15 INTENTIONALLY DELETED

1.16 INTENTIONALLY DELETED

1.17 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete at Lessor's sole cost the following additional Building improvements within 180 calendar days after the Lease Commencement date:

- A. Installation of [REDACTED] per the specifications as noted in lease Exhibit C - Facility Security Level II.
- B. Completion of all items as set forth in the attached Exhibit G - Fire and Life Safety Corrections.