

**LEASE NO. GS-11P-LVA12635**

**Succeeding/Superseding Lease  
GSA FORM L202 (September 2013)**

This Lease is made and entered into between

CESC Crystal/Rosslyn LLC, a subsidiary of Vornado Realty Trust

(Lessor), whose principal place of business is 2345 Crystal Drive, Suite 1100, Arlington, Virginia 22202-4801 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 201 12<sup>th</sup> Street, Arlington, Virginia 22202-5406

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 **March 14, 2014** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**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 Les

FOR THE

Name:

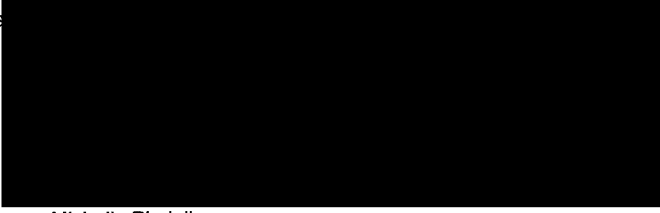
Title:

Date:



*Executive Vice President*

*8/29/14*



Michelle Pindell

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

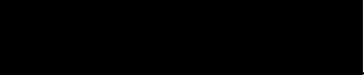
*July 7, 2014*

**WITNESSED FOR THE LESSOR BY:**

Name:

Title:

Date:



*Claire Ahlstrom*

*Administrative Assistant Exec Office*

*8/21/14*

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: **25,588** rentable square feet (RSF), yielding **20,309** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **7th floor** and known as **Suite 701E**, 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 **1.259934** 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. This subparagraph intentionally deleted.
- 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:

	FIRM TERM (YEARS 1-5)
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$817,813.69
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$00.00
OPERATING COSTS <sup>3</sup>	\$159,050.13
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$00.00
PARKING <sup>5</sup>	\$00.00
<b>TOTAL ANNUAL RENT</b>	<b>\$976,863.82</b>

<sup>1</sup>Shell rent calculation: (Firm Term) \$31.960829 per RSF multiplied by 25,588 RSF  
<sup>2</sup>Intentionally deleted<sup>2</sup>The Tenant Improvement Allowance of \$XX is amortized at a rate of X percent per annum over XX years. Intentionally deleted  
<sup>3</sup>Operating Costs rent calculation: \$6.215809 per RSF multiplied by 25,588 RSF  
<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years Intentionally deleted  
<sup>5</sup>Parking costs described under sub-paragraph H below-Intentionally deleted

The first six (6) months (total value \$488,431.92) of full service rent (including shell rent and cost of services) in Year 1 of the lease have been abated.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 20,309 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. This subparagraph intentionally deleted.
- D. This subparagraph 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.

H. This subparagraph intentionally deleted.

**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] 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 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 \$81,405.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

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

**1.05 TERMINATION RIGHTS (AUG 2014) INTENTIONALLY DELETED**

**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) AND BOMA SUMMARY	2	A
SECURITY REQUIREMENTS FOR LEVEL II	6	B
GSA FORM 3517B GENERAL CLAUSES	47	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	E
SMALL BUSINESS SUBCONTRACTING PLAN	10	F
FORM 1200 FIRE AND LIFE SAFETY REVIEW FINDINGS, RECOMMENDATIONS & LESSOR CORRECTION STATEMENT	3	G
[REDACTED] SECURITY RIDER	1	H

**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 7.471603 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 25,588 RSF by the total Building space of 342,470 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 **\$99,322.92**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**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 **\$6.21581** per RSF (**\$159,050.13/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 **\$1.00** 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:"

- **\$50.90** per hour for the entire Space.

**1.16 ~~24-HOUR HVAC REQUIREMENT (APR 2014)~~ INTENTIONALLY DELETED**

**1.17 ~~BUILDING IMPROVEMENTS (SEP 2012)~~ INTENTIONALLY DELETED**