

LEASE NO. GS-03P-LMD12192

Succeeding/Superseding Lease
GSA FORM L202 (September 2014)

This Lease is made and entered into between

Windsor Corporate Center 5, LLC

(Lessor), whose principal place of business is 30 W. Monroe Street, Suite 1700, Chicago, IL 60603-2417, 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

2600 Lord Baltimore Drive, Woodlawn, MD 21244-2606

and more fully described in Section 1, 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 on June 2, 2015, and continuing for a period of

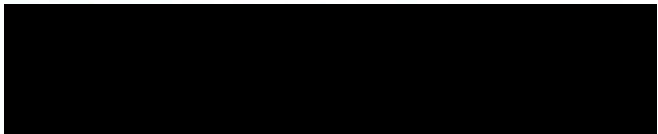
15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

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:

Windsor Corporate Center 5, LLC
By: Rubicon US REIT, Inc. Manager



Name: Sam Fuchs

Name: Dominic A. Innaurato

Title: Vice President

Title: Lease Contracting Officer, General Services Administration, Public Buildings Service

Date: 5/18/15

Date: 6/1/15

WITNESSED FOR THE LESSOR BY:



Name: Gil Clark

Title: Asset Manager

Date: 5/18/15

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)

The Government accepts the Premises and tenant improvements in their existing condition, unless otherwise noted specifications or standards are identified in this Lease. These standards include but are not limited to compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises and Property shall not relieve Lessor of continuing obligations for janitorial services, repairs, and other operation and maintenance requirements set forth in the Lease paragraphs and General Clauses. The Lessor and Government agree that the premises and property are those that were accepted by the Government and continually leased by the Government under Lease No. GS-03B-01313 and further described in this lease.

The Premises are described as follows:

- A. **Office and Related Space:** 155,755 rentable square feet (RSF), yielding 139,372 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space. This requirement is acceptable as currently provided as of the date of Lease commencement.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 11.754871 percent. 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:** 438 parking spaces, reserved for the exclusive use of the Government, of which 184 shall be structured/inside parking spaces, and 254 shall be surface/outside parking spaces. This requirement is acceptable as currently provided as of the date of Lease commencement.
- 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 JUNE 2, 2015 THROUGH JUNE 1, 2030
	ANNUAL RENT
SHELL RENT ¹	\$3,764,342.00
BASE OPERATING COSTS ²	\$ 1,219,818.00
PARKING ³	\$ 0.00
TOTAL ANNUAL RENT²	\$4,984,160.00

¹Shell rent calculation: \$24.168354 per RSF multiplied by 155,755 RSF.

²Base Operating Costs rent calculation: \$7.831646 per RSF multiplied by 155,755 RSF subject to annual operating costs adjustments pursuant to Section 2.09 which shall accrue and continue to apply throughout the lease term.

³Parking costs described under sub-paragraph E below included in Shell Rent.

- B. 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.
- C. 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.
- D. 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.

E. Parking shall be provided and included as part of the rental consideration.

- 1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~
 1.05 ~~TERMINATION RIGHTS (AUG 2011)~~
 1.06 ~~RENEWAL RIGHTS (SEP 2013)~~
 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
GSA FORM 3517B GENERAL CLAUSES	46	A
GSA FORM 3518-SAM, REPRESENTATIONS AND CERTIFICATIONS	2	B
SMALL BUSINESS SUBCONTRACTING PLAN	6	C

- 1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)~~
 1.09 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~
 1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~
 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 one hundred percent (100%). The Percentage of Occupancy is derived by dividing the total Government Space of 155,755 RSF by the total Building space of 155,755 RSF.

- 1.12 ~~REAL ESTATE TAX BASE (SEP 2013)~~
 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 \$7.831646 per RSF (\$1,219,818.00/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 vacates the entire 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 Rentable Square Foot 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:"

- \$61.27 per hour per zone
- Number of zones: 6 – Each zone is 1 RTU
- \$367.62 per hour for the entire Space.

- 1.16 24-HOUR HVAC REQUIREMENT (SEP 2014)

For the existing supplemental HVAC units providing 24 hour cooling (24 hours a day, 365 days a year), this 24 hour cooling service shall be provided by the Lessor, at the Lessor's expense, and incorporated into the Lease operating rental rate. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not be charged for this 24 hour cooling service.

- 1.17 ~~BUILDING IMPROVEMENTS (SEP 2012)~~