OCCUPANCY AGREEMENT
Between
DOD INSIDE NCA (9799)
And
GENERAL SERVICES ADMINISTRATION

AVA07897	Draft	Version:	1	Date Last Modified:	23-May-2013
VA0038ZZ		LVA12574			

DOD INSIDE NCA (Code 9799) will occupy 47,831.00 usable (54,419.00 rentable) square feet of space and 145 structured parking spaces and 0 surface parking spaces at THE ELLIPSE AT WESTFIELDS (VA0038) located at 14501 GEORGE CARTER WAY, CHANTILLY, VA, for a period of 60 months commencing on or about 12/01/2013.

DOD INSIDE NCA (Code 9799) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and real estate taxes.

DOD INSIDE NCA (Code 9799) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Leased Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Solicitation for Offers (SFO) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the SFO are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months' notice at any point after the first twelve (12) months of occupancy. Thus, after the first twelve (12) months of occupancy, the tenant agency's financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

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The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Lease Contract Rent

The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced lease, the cost of operating services not covered by the lease will also be passed through to the tenant agency. The PBS fee in leased space, calculated at 7% of the annual lease contract cost plus the cost of separately contracted operating services, will also apply. Charges for security and GSA-installed improvements may apply as well.

Charges for operating expenses, joint use space, parking, security and real estate taxes may be adjusted on an annual basis.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences.

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For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of and award to a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any lease contract and/or lease modification or amendment. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides to its customers may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any service beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract.

Tenant Agency Appeal

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

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In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Other Mandatory Clauses

Tenant Improvement Amortization Cost

DOD INSIDE NCA (Code 9799) has elected to expend a total of $2,012,058.85 for their tenant improvements. This amount has been amortized in the rent and is itemized on the Financial Summary.

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7am to 6pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Final OA

This OA represents the final terms of occupancy.

Optional Clauses

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National Capital Optional

Holdover or Condemnation

In the event agency delay failure to vacate space upon lease expiration, DOD INSIDE NCA agrees that it is responsible for continued Rent and any additional costs incurred by PBS resulting from holdover or condemnation.

Pro Forma OA

The purpose of this pro forma OA is for budgetary and planning purposes and to aid in the understanding of future financial obligations. The square footage and rental amounts stated are approximates and will be updated through additional iterations as more current information becomes available. Per the Pricing Desk Guide (PDG) section 2.1.3, Tenant agency signature on the OA is required before PBS enters into a lease contract or submits a lease prospectus on the tenant agency's behalf.

Ad Hoc Clauses

Purpose of OA

The purpose of this OA is to document the execution of a 5 year succeeding lease at The Ellipse at Westfields for 47,831 USF/54,419 RSF starting 12/1/2013.

Free Rent

The Lessor shall provide six (6) months of free rent, where the rent for months one (1) through six (6) shall be abated in their entirety totaling $771,389.325 (128,564.8875 x 6)

Billing Adjustments for Broker Commission Credit

The total amount of GSA's portion of the broker commission credit is (b) (4) [redacted] which will commence on the seventh month of the lease.

Month 7 rental payment of (b) (4) [redacted] minus broker commission credit (b) (4) [redacted]

Month 8 rental payment (b) (4) [redacted] minus broker commission credit (b) (4) [redacted]

Month 9 rental payment (b) (4) [redacted] minus broker commission credit (b) (4) [redacted]

Creating a total Broker Commission Credit of (b) (4) [redacted]

Structured Parking

The 145 structured parking spaces associated with this OA are included in the annual rent.

Tenant Improvements

TI Total Expended Over Term of 54 months at 0% amortization rate is $2,012,058.85, the TI term is 54 months is due to the 6 month rent abatement at the start of the term. The total General TI of $1,863,017.45 will be extended during the 54 month term.The total Custom TI of $149,041.40 will be extended during the 54 month term. The total of the General TI and Custom TI is $2,012,058.85

I agree to the initial terms with the understanding modifications will be made over time.

Approved (b) (6) [redacted]	Approved (b) (6) [redacted]
Agency Representative DOD/WHS/FSD/PMD	GSA Representative GSA/NCR/PBS/OLL
Title Director	Title Contracting Officer

Date	Date

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DCMA New Lease				Page:	1 of 7
AVA07897	Draft	Version:	1	Date Last Modified:	23-May-2013
9799	DOD INSIDE NCA				
	VA0038ZZ	LVA12574			
OA Start Date:	01-Dec-2013			Fiscal Year:	2014 Partial
OA End Date:	30-Nov-2018		Period:	01-Dec-2013 to	31-May-2014

		Charge Basis	Period Charge	Annual Rate
A.	**Market Rent SubTotal**	54,419	$0.00	$0.000000000
9.	Parking			
	a. Structured (number of spaces)	145		
B.	**Agency Rent SubTotal**	54,419	$0.00	$0.000000000
C.	**Joint Use SubTotal**		$0.00	
D.	**Total Annual Rent (A+B+C)**	54,419	$0.00	
E.	**Adjustments SubTotal**		$0.00	
F.	**Total Rent Bill(D+E)**		$0.00	
G.	**Total Antenna Bill**		$0.00	
H.	**Total Reimbursable Services Bill**		$0.00	
I.	**Total PBS Bill (F+G+H)**		$0.00	
J.	**LUMP SUM ITEMS**			

Customization Tier	2
Amortization Terms (in months)	(b)
PBS Fee is	(4)

6/24/13

Note: ANSI Rentable of 54,419 is 47,831 Assigned Usable Space PLUS 6,588 Common Space. R/U Factor is 1.137734942

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AVA07897	Draft	Version:	1	Date Last Modified:	23-May-2013
9799	DOD INSIDE NCA				
	VA0038ZZ	LVA12574			
OA Start Date:	01-Dec-2013			Fiscal Year:	2014 Partial
OA End Date:	30-Nov-2018		Period:	01-Jun-2014 to	30-Sep-2014

		Charge Basis	Period Charge	Annual Rate
1.	Shell Rental Rate #			
	a. General	54,419	$181,615.85	$10.012083000
2.	Amortized Tenant Improvement Used/General	54,419	$138,001.29	$7.607708000
3.	Operating Costs ##	(b) (4) [redacted]		
4.	Real Estate Taxes ###	54,419	$48,963.69	$2.699261000
A.	**Market Rent SubTotal**	54,419	$502,088.78	$27.679052000
5.	Amortized Tenant Improvement Used/Custom	54,419	$11,040.11	$0.608617000
7.	Security Services			
	c. Building Specific Amortized Capital	(b) (4) [redacted]		
9.	Parking			
	a. Structured (number of spaces)	145		
11.	PBS Fee	54,419	$35,998.17	$1.984500000
B.	**Agency Rent SubTotal**	54,419	$48,168.94	$2.655448000
C.	**Joint Use SubTotal**		$0.00	
D.	**Total Annual Rent (A+B+C)**	54,419	$550,257.72	
14.	Billing Adjustments & Corrections			
	a. Current Year			
	259769 Broker Contract Commission Credit		(b) (4) [redacted]	
	270031 Broker Contract Commission Credit		(b) (4) [redacted]	
E.	**Adjustments SubTotal**		($172,174.10)	
F.	**Total Rent Bill(D+E)**		$378,083.62	
G.	**Total Antenna Bill**		$0.00	
H.	**Total Reimbursable Services Bill**		$0.00	
I.	**Total PBS Bill (F+G+H)**		$378,083.62	

#	Parking is included in Shell Rental	Customization Tier	2
##	Operating Cost Escalation Applies	Amortization Terms (in months)	(b) (4) [redacted]
###	Real Estate Tax Escalation Applies	PBS Fee is	

Note: ANSI Rentable of 54,419 is 47,831 Assigned Usable Space PLUS 6,588 Common Space. R/U Factor is 1.137734942

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9799	DOD INSIDE NCA				
	VA0038ZZ	LVA12574			
OA Start Date:	01-Dec-2013			Fiscal Year:	2015
OA End Date:	30-Nov-2018		Period:	01-Oct-2014 to	30-Sep-2015

		Charge Basis	Annual Charge	Annual Rate
1.	Shell Rental Rate #			
	a. General	54,419	$544,847.54	$10.012083000
2.	Amortized Tenant Improvement Used/General	54,419	$414,003.86	$7.607708000
3.	Operating Costs ##	(b) (4) [redacted]		
4.	Real Estate Taxes ###	54,419	$146,891.08	$2.699261000
A.	**Market Rent SubTotal**	54,419	$1,516,279.43	$27.863052000
5.	Amortized Tenant Improvement Used/Custom	54,419	$33,120.33	$0.608617000
7.	Security Services			
	c. Building Specific Amortized Capital	(b) (4) [redacted]		
9.	Parking			
	a. Structured (number of spaces)	145		
11.	PBS Fee	54,419	$108,695.42	$1.997380000
B.	**Agency Rent SubTotal**	54,419	$145,207.74	$2.668328000
C.	**Joint Use SubTotal**		$0.00	
D.	**Total Annual Rent (A+B+C)**	54,419	$1,661,487.17	
14.	Billing Adjustments & Corrections			
	a. Current Year			
	Tax Escalation		$4,406.73	
E.	**Adjustments SubTotal**		$4,406.73	
F.	**Total Rent Bill(D+E)**		$1,665,893.90	
G.	**Total Antenna Bill**		$0.00	
H.	**Total Reimbursable Services Bill**		$0.00	
I.	**Total PBS Bill (F+G+H)**		$1,665,893.90	

#	Parking is included in Shell Rental	Customization Tier	2
##	Operating Cost Escalation Applies	Amortization Terms (in months)	(b) (4) [redacted]
###	Real Estate Tax Escalation Applies	PBS Fee is	

Note: ANSI Rentable of 54,419 is 47,831 Assigned Usable Space PLUS 6,588 Common Space. R/U Factor is 1.137734942

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9799	DOD INSIDE NCA				
	VA0038ZZ	LVA12574			
OA Start Date:	01-Dec-2013			Fiscal Year:	2016
OA End Date:	30-Nov-2018		Period:	01-Oct-2015 to	30-Sep-2016

		Charge Basis	Annual Charge	Annual Rate
1.	Shell Rental Rate #			
	a. General	54,419	$544,847.54	$10.012083000
2.	Amortized Tenant Improvement Used/General	54,419	$414,003.86	$7.607708000
3.	Operating Costs ##	(b) (4) [redacted]		
4.	Real Estate Taxes ###	54,419	$146,891.08	$2.699261000
A.	**Market Rent SubTotal**	54,419	$1,528,595.53	$28.089372000
5.	Amortized Tenant Improvement Used/Custom	54,419	$33,120.33	$0.608617000
7.	Security Services			
	c. Building Specific Amortized Capital	(b) (4) [redacted]		
9.	Parking			
	a. Structured (number of spaces)	145		
11.	PBS Fee	54,419	$109,557.55	$2.013222400
B.	**Agency Rent SubTotal**	54,419	$146,069.87	$2.684170400
C.	**Joint Use SubTotal**		$0.00	
D.	**Total Annual Rent (A+B+C)**	54,419	$1,674,665.40	
14.	Billing Adjustments & Corrections			
	a. Current Year			
	Tax Escalation		$8,945.67	
E.	**Adjustments SubTotal**		$8,945.67	
F.	**Total Rent Bill(D+E)**		$1,683,611.07	
G.	**Total Antenna Bill**		$0.00	
H.	**Total Reimbursable Services Bill**		$0.00	
I.	**Total PBS Bill (F+G+H)**		$1,683,611.07	

#	Parking is included in Shell Rental	Customization Tier	2
##	Operating Cost Escalation Applies	Amortization Terms (in months)	(b) (4) [redacted]
###	Real Estate Tax Escalation Applies	PBS Fee is	

Note: ANSI Rentable of 54,419 is 47,831 Assigned Usable Space PLUS 6,588 Common Space. R/U Factor is 1.137734942

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AVA07897	Draft	Version:	1	Date Last Modified:	23-May-2013
9799	DOD INSIDE NCA				
	VA0038ZZ	LVA12574			
OA Start Date:	01-Dec-2013			Fiscal Year:	2017
OA End Date:	30-Nov-2018		Period:	01-Oct-2016 to	30-Sep-2017

		Charge Basis	Annual Charge	Annual Rate
1.	Shell Rental Rate #			
	a. General	54,419	$544,847.54	$10.012083000
2.	Amortized Tenant Improvement Used/General	54,419	$414,003.86	$7.607708000
3.	Operating Costs ##	(b) (4) [redacted]		
4.	Real Estate Taxes ###	54,419	$146,891.08	$2.699261000
A.	**Market Rent SubTotal**	54,419	$1,541,281.13	$28.322481600
5.	Amortized Tenant Improvement Used/Custom	54,419	$33,120.33	$0.608617000
7.	Security Services			
	c. Building Specific Amortized Capital	(b) (4) [redacted]		
9.	Parking			
	a. Structured (number of spaces)	145		
11.	PBS Fee	54,419	$110,445.54	$2.029540072
B.	**Agency Rent SubTotal**	54,419	$146,957.86	$2.700488072
C.	**Joint Use SubTotal**		$0.00	
D.	**Total Annual Rent (A+B+C)**	54,419	$1,688,238.99	
14.	Billing Adjustments & Corrections			
	a. Current Year			
	Tax Escalation		$13,620.77	
E.	**Adjustments SubTotal**		$13,620.77	
F.	**Total Rent Bill(D+E)**		$1,701,859.76	
G.	**Total Antenna Bill**		$0.00	
H.	**Total Reimbursable Services Bill**		$0.00	
I.	**Total PBS Bill (F+G+H)**		$1,701,859.76	

#	Parking is included in Shell Rental	Customization Tier	2
##	Operating Cost Escalation Applies	Amortization Terms (in months)	(b) (4) [redacted]
###	Real Estate Tax Escalation Applies	PBS Fee is	

Note: ANSI Rentable of 54,419 is 47,831 Assigned Usable Space PLUS 6,588 Common Space. R/U Factor is 1.137734942

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9799	DOD INSIDE NCA				
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OA Start Date:	01-Dec-2013			Fiscal Year:	2018
OA End Date:	30-Nov-2018		Period:	01-Oct-2017 to	30-Sep-2018

		Charge Basis	Annual Charge	Annual Rate
1.	Shell Rental Rate #			
	a. General	54,419	$544,847.54	$10.012083000
2.	Amortized Tenant Improvement Used/General	54,419	$414,003.86	$7.607708000
3.	Operating Costs ##	(b) (4) [redacted]		
4.	Real Estate Taxes ###	54,419	$146,891.08	$2.699261000
A.	**Market Rent SubTotal**	54,419	$1,554,347.29	$28.562584488
5.	Amortized Tenant Improvement Used/Custom	54,419	$33,120.33	$0.608617000
7.	Security Services			
	c. Building Specific Amortized Capital	(b) (4) [redacted]		
9.	Parking			
	a. Structured (number of spaces)	145		
11.	PBS Fee	54,419	$111,360.17	$2.046347274
B.	**Agency Rent SubTotal**	54,419	$147,872.49	$2.717295274
C.	**Joint Use SubTotal**		$0.00	
D.	**Total Annual Rent (A+B+C)**	54,419	$1,702,219.78	
14.	Billing Adjustments & Corrections			
	a. Current Year			
	Tax Escalation		$18,436.13	
E.	**Adjustments SubTotal**		$18,436.13	
F.	**Total Rent Bill(D+E)**		$1,720,655.90	
G.	**Total Antenna Bill**		$0.00	
H.	**Total Reimbursable Services Bill**		$0.00	
I.	**Total PBS Bill (F+G+H)**		$1,720,655.90	

#	Parking is included in Shell Rental	Customization Tier	2
##	Operating Cost Escalation Applies	Amortization Terms (in months)	(b) (4) [redacted]
###	Real Estate Tax Escalation Applies	PBS Fee is	

Note: ANSI Rentable of 54,419 is 47,831 Assigned Usable Space PLUS 6,588 Common Space. R/U Factor is 1.137734942

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OA Start Date:	01-Dec-2013			Fiscal Year:	2019 Partial
OA End Date:	30-Nov-2018		Period:	01-Oct-2018 to	30-Nov-2018

		Charge Basis	Period Charge	Annual Rate
1.	Shell Rental Rate #			
	a. General	54,419	$90,807.92	$10.012083000
2.	Amortized Tenant Improvement Used/General	54,419	$69,000.64	$7.607708000
3.	Operating Costs ##	(b) (4) [redacted]		
4.	Real Estate Taxes ###	54,419	$24,481.85	$2.699261000
A.	**Market Rent SubTotal**	54,419	$259,422.60	$28.602796842
5.	Amortized Tenant Improvement Used/Custom	54,419	$5,520.05	$0.608617000
7.	Security Services			
	c. Building Specific Amortized Capital	(b) (4) [redacted]		
9.	Parking			
	a. Structured (number of spaces)	145		
11.	PBS Fee	54,419	$18,585.56	$2.049162139
B.	**Agency Rent SubTotal**	54,419	$24,670.95	$2.720110139
C.	**Joint Use SubTotal**		$0.00	
D.	**Total Annual Rent (A+B+C)**	54,419	$284,093.55	
E.	**Adjustments SubTotal**		$0.00	
F.	**Total Rent Bill(D+E)**		$284,093.55	
G.	**Total Antenna Bill**		$0.00	
H.	**Total Reimbursable Services Bill**		$0.00	
I.	**Total PBS Bill (F+G+H)**		$284,093.55	

#	Parking is included in Shell Rental	Customization Tier	2
##	Operating Cost Escalation Applies	Amortization Terms (in months)	(b) (4) [redacted]
###	Real Estate Tax Escalation Applies	PBS Fee is	

Note: ANSI Rentable of 54,419 is 47,831 Assigned Usable Space PLUS 6,588 Common Space. R/U Factor is 1.137734942

"OAM Cleared by Andra Rosbor" 2013-05-29