

This Lease is made and entered into between

Lessor's Name

**Rubicon GSA II Boise BLM, LLC**

("the Lessor"), whose principal place of business is **39 S. LaSalle Street, Suite 1010, Chicago, Illinois 60603-1725**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property(s) located at

**1249 S Vinnell Way, Boise, ID 83709-1663**  
and  
**1387 S Vinnell Way, Boise, ID 83709-1657**

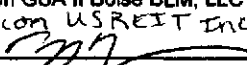
and more fully described in Section 1 and Exhibit A together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning October 22, 2011 and continuing for a period of  
**10 Years firm, through October 21, 2021,**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

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:**

Rubicon GSA II Boise BLM, LLC  
Rubicon USREIT Inc, Manager  
By: 

Name: **Jeremy Kaufman**

Title: **Authorized Signatory**

Date: **10-10-11**

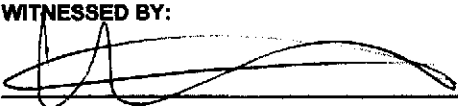
**FOR THE GOVERNMENT:**

  
Michael J. O'Brien

Lease Contracting Officer

Date: **10/19/11**

**WITNESSED BY:**

  
Name: **Clare Armbruster**

Title: **KS Administrative Manager**

Date: **10-10-11**

<b>SECTION 1</b>	<b>THE PREMISES, RENT, AND OTHER TERMS</b>	<b>5</b>
1.01	THE PREMISES—SUCCEEDING (APR 2011)	5
1.02	EXPRESS APPURTENANT RIGHTS (APR 2011)	5
1.03	RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)	5
1.04	INTENTIONALLY DELETED	6
1.05	INTENTIONALLY DELETED	6
1.06	RENEWAL RIGHTS (APR 2011)	6
1.07	DOCUMENTS INCORPORATED BY REFERENCE	6
1.08	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)	6
1.09	OPERATING COST BASE (APR 2011)	6
1.10	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)	7
1.11	OVERTIME HVAC RATES (APR 2011)	7
1.12	24-HOUR HVAC REQUIREMENT (APR 2011)	7
1.13	INTENTIONALLY DELETED	7
<b>SECTION 2</b>	<b>GENERAL TERMS, CONDITIONS AND STANDARDS</b>	<b>8</b>
2.01	DEFINITIONS AND GENERAL TERMS (APR 2011)	8
2.02	AUTHORIZED REPRESENTATIVES (APR 2011)	8
2.03	WAIVER OF RESTORATION (APR 2011)	8
2.04	INTENTIONALLY DELETED	8
2.05	CHANGE OF OWNERSHIP (APR 2011)	8
2.06	REAL ESTATE TAX ADJUSTMENT (APR 2011)	9
2.07	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	11
2.08	OPERATING COSTS ADJUSTMENT (APR 2011)	11
<b>SECTION 3</b>	<b>CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b>	<b>12</b>
3.01	INTENTIONALLY DELETED	12
3.02	INTENTIONALLY DELETED	12
3.03	INTENTIONALLY DELETED	12
3.04	INTENTIONALLY DELETED	12
3.05	INTENTIONALLY DELETED	12
3.06	INTENTIONALLY DELETED	12
3.07	QUALITY AND APPEARANCE OF BUILDING—SUCCEEDING (APR 2011)	12
3.08	MEANS OF EGRESS (APR 2011)	12
3.09	AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011)	12
3.10	FIRE ALARM SYSTEM (APR 2011)	12
3.11	ENERGY INDEPENDENCE AND SECURITY ACT (APR 2011)	13
3.12	ELEVATORS—SUCCEEDING (APR 2011)	13
3.13	INTENTIONALLY DELETED	13
3.14	ACCESSIBILITY (APR 2011)	13
3.15	CEILINGS—SUCCEEDING (APR 2011)	13
3.16	DOORS: EXTERIOR—SUCCEEDING (APR 2011)	14
3.17	WINDOWS—SUCCEEDING (APR 2011)	14
3.18	PARTITIONS – SUCCEEDING (APR 2011)	14
3.19	INTENTIONALLY DELETED	14
3.20	PAINTING – SHELL (APR 2011)	14
3.21	INTENTIONALLY DELETED	14
3.22	FLOOR COVERING AND PERIMETERS—SHELL—SUCCEEDING (APR 2011)	14
3.23	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	14
3.24	INTENTIONALLY DELETED	14
3.25	INTENTIONALLY DELETED	14
3.26	INTENTIONALLY DELETED	14
3.27	INTENTIONALLY DELETED	14
3.28	INTENTIONALLY DELETED	14
3.29	INTENTIONALLY DELETED	14
3.30	INTENTIONALLY DELETED	14
3.31	INTENTIONALLY DELETED	14
3.32	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (APR 2011)	14
3.33	LIGHTING: INTERIOR AND PARKING—SUCCEEDING (APR 2011)	15
3.34	INTENTIONALLY DELETED	15
3.35	DETERRENCE TO UNAUTHORIZED ENTRY (APR 2011)	15
3.36	ACCESS TO UTILITY AREAS (NOV 2005)	15
3.37	MECHANICAL AREAS AND BUILDING ROOFS (APR 2011)	15
3.38	ACCESS TO BUILDING INFORMATION (APR 2011)	15
3.39	IDENTITY VERIFICATION OF PERSONNEL (APR 2011)	16
3.40	INTENTIONALLY DELETED	16
3.41	INTENTIONALLY DELETED	16
3.42	EMERGENCY POWER TO CRITICAL SYSTEMS (APR 2011)	16
3.43	INTENTIONALLY DELETED	16



7.18	INTENTIONALLY DELETED .....	26
7.19	INDOOR AIR QUALITY (APR 2011).....	26
7.20	INTENTIONALLY DELETED .....	26
7.21	RADON IN AIR (APR 2011).....	26
7.22	INTENTIONALLY DELETED .....	27
7.23	HAZARDOUS MATERIALS (APR 2011).....	27
7.24	MOLD (APR 2011) .....	27
7.25	OCCUPANT EMERGENCY PLANS (APR 2011).....	28
7.26	FLAG DISPLAY (APR 2011).....	28
<b>SECTION 8 ADDITIONAL TERMS AND CONDITIONS.....</b>		<b>28</b>
8.01	BUILDING SPECIFIC AND TENANT IMPROVEMENT SECURITY REQUIREMENTS (APR 2011) .....	28
8.02	ADDITIONAL SECURITY REQUIREMENTS.....	28
8.03	TENANT IMPROVEMENT (TI) REQUIREMENTS (APR 2011).....	28
8.04	MODIFICATIONS TO THE GENERAL CLAUSES .....	28
8.05	GOVERNMENT OWNED SYSTEMS AND EQUIPMENT .....	29

## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for 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:

**Office and Related Space:** 150,551 rentable square feet (RSF), yielding 131,623 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office, 13,573 rentable square feet (RSF) of warehouse and related space (based upon a Common Area Factor of 1.1438 percent, located at 1249 and 1387 S Vinnell Way, Boise ID, of the Buildings, as depicted on the floor plan(s) attached hereto as Exhibit A.

### 1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** 320 parking spaces as depicted on the plan attached hereto as Exhibit B of which 70 shall be reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 320 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **Antennae, 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. Space as currently provided. Use shall not interfere with Lessor's use of its buildings and property and shall comply with local requirements and codes

### 1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	10/22/2011 – 10/21/2021	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE OFFICE	\$ 2,329,995.78	\$17.01
SHELL RENTAL RATE WAREHOUSE	\$ 135,865.73	\$10.01
OPERATING COSTS*	\$ 751,249.49	\$ 4.99
<b>FULL SERVICE RATE</b>	<b>\$3,217,111.00</b>	<b>\$21.37*</b>
*SUBJECT TO PARAGRAPH 2.08 ANNUAL OPERATING COST ADJUSTMENTS WHICH SHALL ACCRUE AND CONTINUE TO APPLY THROUGHOUT THE TERM INCLUDING THE RENEWAL OPTION PERIODS.		

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 the 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.

D. The 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 Paragraph 1.01, "The Premises," created herein.
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.

4. 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.

G. Although parking is included in the rent it shall be valued at a rate of **\$150.00** per parking space/month (Structure), and **\$150** per parking space/month (Surface).

**1.04 INTENTIONALLY DELETED**

**1.05 INTENTIONALLY DELETED**

**1.06 RENEWAL RIGHTS (APR 2011)**

This Lease may be renewed at the option of the Government for two terms of **5 YEARS Firm** each at the following rental rate(s):

	FIRST OPTION PERIOD YEARS 11 - 15		SECOND OPTION PERIOD YEARS 16 - 20	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
Shell Rental Rate Office	\$2,329,995.78	\$17.01	\$2,329,995.78	\$17.01
SHELL RENTAL RATE WAREHOUSE	\$ 135,865.73	\$10.01	\$ 135,865.73	\$10.01
Operating Costs*	\$ 751,249.49**	\$ 4.99**	\$ 751,249.49**	\$ 4.99**
<b>Full Service Rate</b>	<b>\$3,217,111.00**</b>	<b>\$21.37**</b>	<b>\$3,217,111.00**</b>	<b>\$21.37**</b>

Operating Cost

Operating cost basis shall continue from Year 1 of existing lease term. Option term is subject to continuing annual adjustments.

\*\* Plus accrued operating costs adjustments from the start of the original lease term

provided notice is given to the Lessor at least **120** days before the end of the original lease term for the first 5 year option period, and at least **120** days before the end of the first 5 year option period if exercised, for the second five year option period, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

**1.07 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference, as though fully set forth herein:

Floor Plan(s)		A
Parking Plan(s)		B
Special Requirements	N/A	
GSA Form 3517B General Clauses	33	
GSA Form 3518, Representations and Certifications	4	C
Small Business Subcontracting Plan	N/A	
Building Security Unit Price List	N/A	

**1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **100** percent. The percentage of occupancy is derived by dividing the total Government space of **150,551** rentable square feet by the total building space of **150,551** rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is **\$290,018.94**. The following are parcel numbers for the buildings R1343790278 and R1343790306.

**1.09 OPERATING COST BASE (APR 2011)**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$4.99 per rentable sq. ft., \$751,249.49. The operating costs base year shall be 2011. The operating costs base amount and base year shall apply during the entire lease term including the renewal option periods.

**1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion 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 \$2.20 per ABOA sq. ft. of space vacated by the Government.

**1.11 OVERTIME HVAC RATES (APR 2011)**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$12.50 per hour per zone

No. of zones: 129

**1.12 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of \$0.00 per ABOA sq. ft. of the area receiving the additional overtime HVAC for supplemental HVAC units as currently provided. If additional supplemental HVAC units are added, all associated costs, including but not limited to the costs of the equipment, the installation, maintenance, repair, replacement, and operation (including utilities) shall be a Government expense

**1.13 INTENTIONALLY DELETED**