

LEASE NO. GS-05P-LIL18980

Standard Lease
GSA FORM L201C (September 2012)

This Lease is made and entered into between

200 WEST ADAMS, LLC

(Lessor), whose principal place of business is 1477 NW Everett Street, Portland, OR 97209-2617, 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

200 West Adams Street, Chicago, IL 60606-5208

and more fully described in Section 1 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 September 1, 2017 and continuing for a period of

10 Years, 2 Years Firm – Suite 300

10 Years, 5 Years Firm – Suites 305, 310, 315, 320 and 330

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 begin on September 1, 2017.

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:

Name: *Michael B. [Signature]*
Title: *Partner*
Entity Name: *200 W Adams, LLC*
Date: *7/25/17*

Name: *Linda D. Hatterbeck*
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: *8/7/17*

WITNESSED FOR THE LESSOR BY:

Name: *Christy Reardon*
Title: *Executive Assistant*
Date: *7/25/17*

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 (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **23,500** rentable square feet (RSF), yielding **20,211** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **3rd** floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. Each suite is subject to re-measurement upon completion of the public corridor project, as described in exhibit F. The new square footage shall be broken out per suite and mutually agreed upon between Lessor and Government as described in Sub-Paragraph 1.03 part B and Paragraph 4.11. Please also refer to Section 7 for further information.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.1627** 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: **0** parking spaces reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **0** shall be surface/outside 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. 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. Cost for the license to access the roof is \$500, to be paid by the Government as a one-time fee, should the Government elect to add an antenna on the roof.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

	FIRM TERM⁴ (YEARS 1-5)	NON FIRM TERM (YEARS 6-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$552,955.00	\$623,455.00
TENANT IMPROVEMENTS RENT	\$0.00	\$0.00
OPERATING COSTS ²	\$152,045.00	\$152,045.00
TOTAL ANNUAL RENT³	\$705,000.00	\$775,500.00

1. Shell rent (Firm Term) calculation: **\$23.53** per RSF multiplied by **23,500** RSF. Shell rent (Non-firm) calculation: **\$26.53** per RSF multiplied by **23,500** RSF.

2. Shell rent includes Real Estate Taxes: **\$6.66** per RSF multiplied by **23,500** RSF = \$156,510.00. Real Estate Taxes will be adjusted in accordance with Section 2.07.

3. Operating Costs rent calculation: **\$6.47** per RSF multiplied by **23,500** RSF – refer to paragraph 1.03 F 3

4. Firm Term for Suite 300 is **10 Years, 2 Years Firm**

5. Gross rent shall be abated for months 1-6 and months 61-69. Any commission credit shall be applied after these first six (6) months of abated rent.

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **20,211** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

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. 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.

E. 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 System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. 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 (with the exclusion of **lights and outlets**), 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 **lights and outlets** 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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Jones Lang LaSalle 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 **Jones Lang LaSalle 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 7 Full Rental Payment \$58,750.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Full Rent.*

Month 8 Full Rental Payment \$58,750.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 8th Month's Full Rent.*

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

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. Each block of space may be terminated separately after the firm term of this lease; partial termination rights are more specifically defined in Paragraph 7.02 of this lease.

1.06 RENEWAL RIGHTS (AUG 2014) PARAGRAPH INTENTIONALLY OMITTED.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN – THIRD FLOOR GOVERNMENT SPACE	1	A
AGENCY SPECIAL REQUIREMENTS	7	B
SECURITY REQUIREMENTS	3	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	12	E
CONSTRUCTION SCOPE – LATEST VERSION DATED 6/21/2017	4	F
FLOOR PLANS SWING SPACE (FTA, OIG, FRA & FHWA)	1	G
FLOOR PLANS – RENOVATED SPACE (FTA, OIG, FRA & FHW)	2	H
FLOOR PLANS- NEW 3 RD FLOOR PUBLIC CORRIDOR	2	I
CONSTRUCTION TIMELINE	1	J

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

During the first twelve (12) months of the lease term, the Government shall have the right to request tenant improvements not to exceed \$300,000.00 and Lessor will amortize the actual cost over the remaining firm term of the lease at an annual rate of 8.0%. Lessor shall be responsible for the maintenance of finishes and cyclical replacement as described in this Lease (Form L202).

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. The portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after the occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal 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.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$3.56/ABOA SF
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	3%
GENERAL CONDITIONS (% OF TI CONSTRUCTION COSTS)	7%
GENERAL CONTRACTOR'S FEE (% OF TI CONSTRUCTION COSTS)	4%

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 **3.55 (rounded)** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **23,500** RSF by the total Building space of **661,553** RSF.

1.12 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$6.66 per RSF (\$156,510.00/annual)**. The annual tax base amount represents the amount of space that the Government occupies under Lease GS-05P-LIL18980.

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 **\$6.47 per RSF (\$152,045.00/annual)**.

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

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 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 **\$1.38** 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:"

- **\$206.00** per hour for the entire Space.

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC 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 an annual rate of **\$0.00** per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.17 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the space, the Lessor shall complete the following additional Building improvements:

- Fire Protection and Life Safety Upgrades per attached Floor Plan/Test Fit. See Exhibit F and Section 7 of the Lease for further information.
- Re-carpeting and Re-painting of entire Government space. See Section 3.30 and 3.32 of the lease agreement regarding minimum carpet and paint standards.

1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

LESSOR: MB LOA
GOVERNMENT