

LEASE NO. GS-04B-62626

Succeeding/Superseding Lease
GSA FORM L202 (October 2012)

This Lease is made and entered into between:

Sequoia Investments, XIV, LLC

(Lessor), whose principal place of business is 323 Fifth Street, Eureka, CA 95501-0305, 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

Pinehurst Building
2 Centerview Drive
Greensboro, NC 27407-3408

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 August 1, 2013 and continuing for a period of

10 Years, 5 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 

Name: I. Lee Willett
Title: D.I. of Leasing/OPS
Date: 7-26-13



Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 8/1/13

WITNESS 

Name: Doris Mendez
Title: A/P
Date: 7-26-13

1. With the exception of Tax and Operating Expense escalations, all costs are anticipated to remain the same and the Government's understanding of detailed rate structure is as follows:

2.

08/01/2013 – To be determined upon completion and inspection of Tenant Improvements.	\$/Year	\$/RSF	\$/ABOA*
Parking	\$0.00	\$0.00	\$0.00
Tenant Improvement	\$ 0.00	\$ 0.00	
Building Specific Security	\$ 0	\$0	\$0
Shell	\$ 20,180.00	\$10.00	\$11.39
Operating Expenses	\$ 8,899.38	\$ 4.41	\$ 5.02
Total Annual Rent	\$ 29,079.38	\$14.41	\$ 16.41

To be determined upon completion and inspection of Tenant Improvements.– 07/31/2018	\$/Year	\$/RSF	\$/ABOA*
Parking	\$0.00	\$0.00	\$0.00
Tenant Improvement **	\$ 16,479.34	\$ 8.29 8.16	\$9.54
Building Specific Security	\$ 0	\$ 0	\$0
Shell	\$ 20,180.00	\$10.00	\$11.39
Operating Expenses	\$ 8,899.38	\$ 4.41	\$ 5.02
Total Annual Rent	\$ 45,957.98	\$ 22.70	\$ 25.95

08/01/2018 – 07/31/2023	\$/Year	\$/RSF	\$/ABOA*
Parking	\$0.00	\$0.00	\$0.00
Tenant Improvement	\$0	\$0	\$0
Building Specific Security	\$0	\$0	\$0
Shell	\$20,180.00	\$ 10.00	\$ 11.39
Operating Expenses	\$ 8,899.38	\$ 4.41	\$ 5.02
Total Annual Rent	\$ 29,079.38	\$ 14.41	\$ 16.41

* \$/ABOA rates were rounded to two (2) decimal places.

** Tenant Improvement amount subject to change. This figure is based on the maximum TI amount of \$71,033.58 at 6%

The final agency special requirements will be received by the agency after lease award. Landlord will provide proposal for tenant improvements and non-shell security items after lease award.

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in Paragraph 1.

Note 2. The rate per BOMA office area square foot (OASF) is determined by dividing the total annual rental by the BOMA office area square footage set forth in Paragraph 1.

Rent shall not be adjusted for changes in taxes or operating costs

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital 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 costs, including 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 1,727 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. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)-INTENTIONALLY DELETED

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 30 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.

1.06 RENEWAL RIGHTS (AUG 2011) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	
PARKING PLAN(S)	1	
SECURITY REQUIREMENTS	8	
AGENCY SPECIAL REQUIREMENTS	4	
SECURITY UNIT PRICE LIST	2	
GSA FORM 3517B GENERAL CLAUSES	47	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

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

1.09 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)-INTENTIONALLY DELETED

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012) 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 4.13 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 2,018 RSF by the total Building space of 48,939 RSF.

1.12 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$ _____

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 \$4.41 per RSF (\$8,899.38/annum).

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 \$7.00 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:"

- \$6.00 per hour per zone
- Number of zones: 3
- \$18.00 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) INTENTIONALLY DELETED.