

**LEASE NO. GS-10B-07360**

Succeeding/Superseding Lease  
GSA FORM L202 (January 2012)

This Lease is made and entered into between

**Prologis TLF (Portland), LLC**

("the Lessor"), whose principal place of business is 4 Embarcadero CTR 3300, San Francisco, CA 94111-4184, 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 located at

**PDX Corporate Ctr  
14015 NE Airport Way  
Portland, OR 97230-3442**

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.

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning November 1, 2012 and continuing through October 31, 2017,

subject to termination and renewal rights as are hereinafter set forth, to be used for such purposes as determined by GSA.

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:**

[Redacted Signature]

Name: Matthew Jerry  
Title: Vice President  
Date: 10/25/12

**FOR THE GOVERNMENT:**

[Redacted Signature]

Name: Wladsey D. Snow  
Lease LCO: OCT 30 2012  
Date: \_\_\_\_\_  
**Nilda Gonzalez  
Contracting Officer**

**WITNESSED BY:**

[Redacted Signature]

Name: Drew Stepanek  
Title: Vice President  
Date: 10/25/12

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

**1.01 THE PREMISES (SUCCEEDING) (SEPT 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, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. If the Government should require changes to the space as outlined in the paragraphs below, the Lessor shall complete those items subsequently identified by the Government, only after the Government issues a Lease Amendment directing the Lessor to perform and the parties have negotiated reasonable payment by the Government for the directed work. 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: 12,868 rentable square feet (RSF), yielding 12,827ANSI/BOMA Office Area (ABOA) square feet of office and related space, which includes 240 RSF of free space, based upon a Common Area Factor of 1.003198383%, located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS (SEPT 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: 10 parking spaces as depicted on the plan attached hereto as Exhibit A of which 10 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. INTENTIONALLY DELETED

**1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)**

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

	11/01/2012 – 10/31/2015		11/01/2015-10/31/2017	
	Annual Rent	Monthly Rent/RSF	Annual Rent	Monthly Rent/RSF
Shell Rent	\$111,637.59	\$ 9,303.13	\$111,637.59	\$ 9,303.13
Tenant Improvements rent <sup>1</sup>	\$ 19,731.04	\$ 1,644.25	\$ 0.00	\$ 0.00
Building Specific Security <sup>2</sup>	\$357.19	\$ 29.77	\$ 0.00	\$ 0.00
<b>Total Annual Rent<sup>3</sup></b>	<b>\$131,725.82</b>	<b>\$ 10,977.15</b>	<b>\$111,637.59</b>	<b>\$ 9,303.13</b>

<sup>1</sup>The Tenant Improvements of \$ \$52,471.09 are amortized at a rate of 8 percent per annum over 3 years.

<sup>2</sup>Building Specific Security Costs of \$949.88 are amortized at a rate of 8 percent per annum over 3 years.

<sup>3</sup>Rent is assessed only on 12,628 RSF. 240 RSF are provided at no cost.

- 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; 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 INTENTIONALLY DELETED**  
**1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)**

The Government may terminate this Lease, in whole or in parts, at any time effective after 10/31/2017 by providing not less than 120 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 (SEPT 2011)**

This Lease may be renewed at the option of the Government for one 5 YEAR term at the following rental rate(s):

			<b>ANNUAL RENT</b>	<b>ANNUAL RATE / RSF</b>
<b>FULL SERVICE RENTAL RATE</b>				

provided notice is given to the Lessor at least 180 days before the end of the original lease term, 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 (SEPT 2011)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
SECURITY REQUIREMENTS	1	B
SECURITY UNIT PRICE LIST	1	
GSA FORM 3517A GENERAL CLAUSES	2	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	

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

The Government shall have the right 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 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.

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**

**1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 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 \$0.00 per ABOA sq. ft. of space vacated by the Government.

**1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)**

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

30.00 per hour for the entire space.

**1.13 INTENTIONALLY DELETED**

**1.14 INTENTIONALLY DELETED**

**1.15 BUILDING IMPROVEMENTS (SEP 2012)**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements at Lessor's expense (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

Warehouse Floor:

Level the warehouse floor as many of the expansion joints have moved or raised. Lessor shall use equipment that grinds, collects dust and washes the area as one process to eliminate the potential of dust contamination throughout the warehouse area. The Lessor is responsible for containment of dust and thorough clean-up after the grinding.

Repair/secure all insulation that is hanging from the ceiling.

The Lessor shall make the leased premises seismically compliant so as to meet the Life Safety Performance Level as set forth in the "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary", ICSSC RP 6 by the third anniversary of the lease (November 1, 2015).

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**SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS**

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**2.01 DEFINITIONS AND GENERAL TERMS (SEPT 2011)**

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. Common Area Factor. The Common Area Factor is a conversion factor determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space.
- E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- F. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- G. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- H. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- I. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).