

LEASE NO. GS-10P-LOR07413
BLDG. No. OR6546

Standard Lease
GSA FORM L201C (October 2012)

This Lease is made and entered into between

KBSII One Main Place, LLC

(Lessor), whose principal place of business is 101 SW Main Street, Suite 245, Portland, OR 97204-3210, 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

One Main Place
101 SW Main Street
Portland, OR 97204-3205

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

November 5, 2014 – November 4, 2024

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 by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR
Name: Maria Green
Title: SVP
Entity Name: KBS Realty Advisors
Date: 2-13-14

FOR
Name: Hilda Gonzalez
Title: Lease Contracting Officer
Contracting Officer
General Services Administration, Public Buildings Service
Date: 3-4-14 **MAR -4 2014**

WITNESSED FOR THE LESSOR BY:

Name: Beeth Arata
Title: Exec. Asst.
Date: 2/13/14

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: 25,483 rentable square feet (RSF), yielding 21,957 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 16th and 17th floor(s) and known as Suite(s) 1610 and 1700, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 16.058 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: 20 unreserved parking spaces as depicted on the plan attached hereto as Exhibit B, of which 20 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. INTENTIONALLY DELETED

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	11/05/14 – 11/04/19	11/05/19 – 11/04/24
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$686,404.09 ¹	\$751,875.08
OPERATING COSTS	\$137,134.09	\$137,134.09
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$5,252.79	\$ 0.00
PARKING ³	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$828,790.97	\$889,009.17

¹ A shell rent credit totaling \$100,318.07 will be applied between Months 1 and 2 and is not reflected in the table above.

² Building Specific Amortized Capital (BSAC) of \$22,106.35 are amortized at a rate of 7 percent per annum over 5 years

³ Parking costs described under sub-paragraph H below

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

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

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.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface), and shall be included as part of the Shell rent. Should the Government incur parking spaces at a cost, then the Government reserves the right to terminate the parking spaces, in whole or in part, at any time during the lease, provided 30 days written notice, documented by a Lease Amendment. The shell rental rate shall be reduced according to the rental rates for the total unused and returned parking spaces.

I. Pursuant to USCDG 1997 and 18 U.S.C. § 1114, the tenant for this lease, [REDACTED], shall not be located in the same building as any law enforcement agency in addition to the [REDACTED], [REDACTED], and [REDACTED]. This separation is necessary due to the role the [REDACTED] serves in the legal process. The Lessor agrees that it shall not enter into a lease within this building with any type of law enforcement agencies during the term of this lease. Should the Lessor enter into a lease within the building with any law enforcement agency, as described above, the Government reserves the right to terminate its lease with the Lessor, any time during the lease, with 30 days written notice.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after November 4, 2019, 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. The Lessor agrees that it shall not enter into a lease within this building with any type of law enforcement agencies during the term of this lease. Should the Lessor enter into a lease within the building with any law enforcement agency, as described above, the Government may terminate its lease with the Lessor, with 30 days written notice. Such termination may occur at any time during occupancy, even during the firm term of the lease. The Government reserves the right to terminate the parking spaces, in whole or in part, at any time during the lease, provided 30 days written notice, documented by a Lease Amendment. The shell rental rate shall be reduced according to the rates above for the total unused and returned parking spaces.

1.06 RENEWAL RIGHTS (AUG 2011)

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

	ANNUAL RENT
SHELL RENT	[REDACTED]
OPERATING COSTS ²	[REDACTED]
PARKING ³	\$0.00
TOTAL ANNUAL RENT	[REDACTED]

¹ A shell rent credit totaling [REDACTED] will be applied between [REDACTED] and is not reflected in the table above.
² Operating Cost Basis [REDACTED]. Option term is subject to continuing annual adjustments.
³ Parking costs described under sub-paragraph 1.03 H

provided notice is given to the Lessor at least 90 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 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(S)	2	A
PARKING PLAN(S)	2	B
SUCCEEDING LEASE – SHELL IMPROVEMENTS REQUIRED	3	C
SECURITY REQUIREMENTS	6	D
SECURITY UNIT PRICE LIST	2	E
GSA FORM 3517B GENERAL CLAUSES	47	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	G
ASCE 31 SEISMIC TIER ONE EVALUATION	27	H

- 1.08 INTENTIONALLY DELETED
- 1.09 INTENTIONALLY DELETED
- 1.10 INTENTIONALLY DELETED
- 1.11 INTENTIONALLY DELETED
- 1.12 INTENTIONALLY DELETED

1.13 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 8.09% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 25,483 RSF by the total Building space of 315,133 RSF.

1.14 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$74,058.61. The property tax parcel number is R245930.

1.15 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 \$137,134.09 per annum.

1.16 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 \$0.00 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$55.00 per hour per floor
- No. of floors: 2

1.18 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.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

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

- A. Lessor must complete all shell requirements listed in Exhibit C.
- B. Construction will not commence until after December 1, 2014.
- C. Recourse for failure to complete shell, above-shell, and BSAC items within the Lease schedule is found in Paragraph 4.14

1.20 INTENTIONALLY DELETED