

VII-B  
C.

**LEASE NO. GS-10P-LWA07388**  
**BLDG. NO. WA7882**

Succeeding/Superseding Lease  
GSA FORM L202 (October 2012)

This Lease is made and entered into between

Columbia Tech Center, LLC

(Lessor), whose principal place of business is 15350 SW Sequoia Parkway, Suite 300, Portland, OR 97224-7175, 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

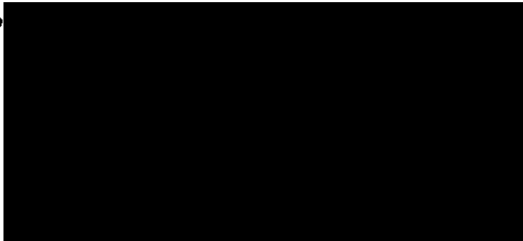
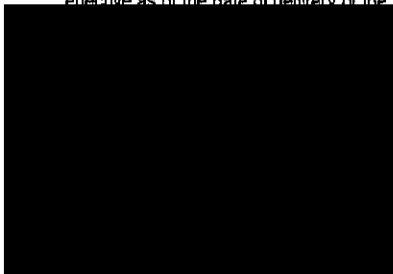
Columbia Tech Center, 1211 SE Cardinal Court, Vancouver, WA 98683-9684

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 June 5, 2014-June 4, 2019, subject to renewal rights as are hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement by the signatures below, to be effective as of the date of delivery of the fully executed Lease to the



Lease Contracting Officer **Contracting Officer**  
General Services Administration, Public Buildings Service

Date: 4/23/14

Date: APR 30 2014

**WITNESSED FOR THE LESSOR BY:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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 (SUCCEEDING) (JUN 2012)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of 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:

A. Office and Related Space: 19,008 rentable square feet (RSF), yielding 18,907 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor and known as Suite 100, 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 0.5341937 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: 93 surface/outside parking spaces as depicted on the plan attached hereto as Exhibit B, to include a fenced area reserved for the exclusive use of the Government. In addition, 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: 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.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)**

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

|                                       | 6/5/14 TO 6/4/19    |
|---------------------------------------|---------------------|
|                                       | ANNUAL RENT         |
| SHELL RENT                            | \$350,492.73        |
| TENANT IMPROVEMENTS RENT <sup>1</sup> | TBD                 |
| OPERATING COSTS                       | \$ 87,409.12        |
| <b>TOTAL ANNUAL RENT</b>              | <b>\$437,901.85</b> |

<sup>1</sup> Upon completion of Tenant Improvements, the Tenant Improvement Allowance of \$224,993.30 will be amortized at a rate of 8 percent per annum over the remaining firm term.

B. INTENTIONALLY DELETED

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. 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 Central Contractor Registration (CCR), now the 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. INTENTIONALLY DELETED
- 1.04 INTENTIONALLY DELETED
- 1.05 INTENTIONALLY DELETED
- 1.06 RENEWAL RIGHTS (SEP 2013)

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

|                   | ANNUAL RENT  | ANNUAL RATE / RSF |
|-------------------|--|-------------------|
| SHELL RENTAL RATE | [REDACTED]   | [REDACTED]        |
| OPERATING COSTS   | OPERATING COST BASIS SHALL CONTINUE FROM THE ORIGINAL LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. |                   |

|                   | ANNUAL RENT  | ANNUAL RATE / RSF |
|-------------------|--|-------------------|
| SHELL RENTAL RATE | [REDACTED]   | [REDACTED]        |
| OPERATING COSTS   | OPERATING COST BASIS SHALL CONTINUE FROM THE ORIGINAL LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. |                   |

provided notice is given to the Lessor at least 120 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 (JUN 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   | 1            | B       |
| SECURITY REQUIREMENTS  | 3            | C       |
| GSA FORM 3517B GENERAL CLAUSES                                       | 47           | D       |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS                    | 10           | E       |
| SEISMIC FORM A, CERTIFICATE OF SEISMIC COMPLIANCE BENCHMARK BUILDING | 1            | F       |
| SITE PHOTOMETRIC LAYOUT  | 1            | G       |
| AMENDMENTS TO RLP NO. 1WA2111  | 7            | H       |

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2013)**

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 INTENTIONALLY DELETED
- 1.10 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 44.96 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 19,008 RSF by the total Building space of 42,282 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 \$23,003.44 for the Government occupied space. The Property Account Number is 115062010.

**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 per \$87,409.12 per 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 and determined by the pro rata share of the Operating Costs for the 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:"

- \$15.00 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 INTENTIONALLY DELETED**