

**LEASE NO. GS-10P-LOR07391**

Standard Lease  
GSA FORM L201C (October 2012)

This Lease is made and entered into between

**Lessor's Name** OR – Congress Center Limited Partnership

(Lessor), whose principal place of business is 235 Montgomery Street, 16<sup>th</sup> Floor, San Francisco, CA 94101-1793, 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

**1001 SW Fifth Avenue, Portland, OR 97204-1147**

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 upon acceptance of the Premises as required by this Lease and continuing for a period of

**10 Years Firm, with [redacted] options**

subject to termination and renewal rights as are hereinafter set forth. Both parties further agree that this Lease supersedes Lease Agreement GS-10B-06525, dated July 1, 2003, and upon the Government's acceptance of space as described further herein, Lease Agreement GS-10B-06525 will be thereby terminated. Upon termination of Lease Agreement GS-10B-06525, Lessor thereby releases the Government from any and all claims associated with that contract. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically defined in the [redacted] on substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties have hereunto set their hands and seals, and executed their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date hereof, and to be binding on the Government and the Lessor.

**FOR THE**

Name: [redacted]

Title: [redacted]

Entity Name: OR – Congress Center Limited Partnership

Date: 8/14/13

Name: RODNEY D. SNOW  
**CONTRACTING OFFICER**

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: AUG 22 2013

**THE LESSOR BY:**

Name: Caroline Lee

Title: Leasing Assistant

Date: 8/14/13

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: 49,186 rentable square feet (RSF), yielding 40,988 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 7th, 8th, and 9th floor(s) of the Building as depicted on the floor plan(s) attached hereto as Exhibit A. The leased premises will be configured approximately as follows but be subject to adjustment pending completion of design drawings and final measurement of space upon occupancy. At that time, exact measurements for each block shall be identified by Lease Amendment:

Block A ( [REDACTED] ): 25,346 ABOA SF (30,415 RSF).

Block B ( [REDACTED] ): 15,281 ABOA SF (18,337 RSF).

Block C ( [REDACTED] ): 361 ABOA SF (433 RSF).

B. Common Area Factor: The Common Area Factor (CAF) is established as 20% 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: 9 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 9 shall be structured/inside 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: 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 CONSIDERATION (SEP 2012)**

A. The Government shall pay the Lessor annual rent per the table below. Rent is payable in monthly installments in arrears.

YEARS	SHELL RENT <sup>1,5</sup>	AMORTIZED TENANT IMPROVEMENT COSTS <sup>2</sup>	OPERATING COSTS <sup>3</sup>	TOTAL RENT (\$/RSF/YR)	TOTAL ANNUAL RENT	MONTHLY RENT <sup>4</sup>
1 - 10	\$831,243.40	\$138,956.63	\$323,152.02	\$26.30	\$1,293,352.05	\$107,779.34

<sup>1</sup>Shell rent calculation: Years 1-10, \$16.90 per RSF multiplied by 49,186 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$25.45 is amortized at annual interest rate of 6.00 percent per annum over 10 years, subject to Par. 1.08 of this Lease.

<sup>3</sup>Operating Costs rent calculation: \$6.57 per RSF multiplied by 49,186 RSF. Operating Costs adjust annually per Section 2.09 of this Lease.

<sup>4</sup>Monthly Rent does not reflect Commission Credit per Section 1.04 per this lease.

<sup>5</sup>Parking is included in the Shell Rent

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 40,988 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. **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). 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.

H. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Carpenter/Robbins Commercial Real Estate 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 Carpenter/Robbins Commercial Real Estate 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 1 Rental Payment \$107,779.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*
  - Month 2 Rental Payment \$107,779.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*
  - Month 3 Rental Payment \$107,779.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*
  - Month 4 Rental Payment \$107,779.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.\*
  - Month 5 Rental Payment \$107,779.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's 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 (During either of the renewal options), 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 (AUG 2011)

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

	OPTION TERM, YEARS [REDACTED]		OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASE SHALL [REDACTED] [REDACTED]. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.		OPERATING COST BASE SHALL [REDACTED] [REDACTED]. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

Provided notice is given in writing to the Lessor at least 120 days before the end of the original ten year term (to renew the lease for the first [REDACTED] renewal term) and 120 days before the end of the [REDACTED] (to renew the lease for the second [REDACTED] renewal 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)	3	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	3	C
AGENCY SPECIAL REQUIREMENTS (TO BE ADDED NO LATER THAN 10 WORKING DAYS FROM LEASE AWARD)		RESERVED AS EXHIBIT D
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$1,043,025.26 (a blended rate rounded to \$25.45 per ABOA SF). The TIA is the amount that the Lessor shall make available for the Government to be used for Tenant Improvements. This amount is amortized in the rent over the ten year Firm Term of this Lease at an annual interest rate of 6%.

The maximum amortized tenant improvement allowance (per ABOA SF) differs for each block of space. Those allocations are as follows:

- Block A [REDACTED] 25,346 ABOA SF at \$12.2958/ABOA SF (\$311,649.28)
- Block B [REDACTED] 15,281 ABOA SF at \$47.2074/ABOA SF (\$721,376.28)
- Block C [REDACTED] 361 ABOA SF at \$27.70/ABOA SF (\$9,999.70)

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)**

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent 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 TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

- C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:
1. Reduce the TI requirements;
  2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
  3. Negotiate an increase in the rent.

**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
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	3%

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 13.61% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 49,186 RSF by the total Building space of 361,435 RSF.

**1.14 REAL ESTATE TAX BASE (JUN 2012)**

The Real Estate Tax Base as defined in Paragraph 2.07 ("Real Estate Tax Adjustment [June 2012]") of the Lease, is \$960,460.00 for the total Building space. For purposes of this Lease, the Tax Base attributed to the Government's occupancy is \$130,718.61 which is calculated by multiplying the Real Estate Tax as of the Lease Award Date for the entire premises (\$960,460.00) by the Government's Percentage of Occupancy (13.61%, as defined in Paragraph 1.13 of this Lease). The tax parcel number is R246277.

**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 \$6.57 per RSF (\$323,152.02/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 \$2.26 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 for the entire Space.

**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 building improvements outlined below (which are included in the shell rent and shall not be incorporated into pricing for the tenant improvements) shall be completed.

A: Lessor shall decommission the existing dumbwaiter serving the tenant space between Floors 6-9 and permanently secure between 6<sup>th</sup> & 7<sup>th</sup> floor, along with sealing and repairing any and all applicable fire life-safety deficiencies to all portions of doors/walls/vertical shafts on those floors (6 - 9), in accordance with National Fire Protection Association, Life Safety Code (NFPA 101) standards, or the International Code Council, International Building Code (IBC) [both current as of the award date of this Lease] or in accordance with local codes, whichever is more stringent. Reference: NFPA 101 (2012), Life Safety Code, Section 8.6.2, 8.6.5, Table 8.3.4.2. and GSA Fire Safety Facility Assessment Survey, August 3, 2012.

**1.20 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.