

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

*April 14, 2011*

LEASE NO.

GS-10B-07258

BUILDING NO.

WA7566

THIS LEASE, made and entered into this date by and between TACOMA FINANCIAL CENTER PARTNERS, LLC

Whose address is 1145 Broadway Plaza, Suite 1300  
TACOMA, WA 98402-3524

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

*JH* A total of 12,000 rentable square feet (RSF) of office and related space, *known as Suite 500,* which yields 10,120 ANSI/BOMA Office Area square feet (USF) of space at Tacoma Financial Center, 1145 Broadway Plaza, Tacoma, WA 98402, together with 29 on-site, structured, parking spaces to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon Government beneficial occupancy, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent per the following table.

<u>Rent Period</u>	<u>Shell Rent</u>	<u>Operating Rent<sup>1</sup></u>	<u>Tenant Improvements</u>	<u>Annual Rent</u>
Years 1-10	\$391,800.00	\$64,200.00	\$69,840.00	\$525,840.00
Years 11-15	\$489,000.00	\$64,200.00	\$00.00	\$553,200.00

<sup>1</sup> Operating Rent base shall be adjusted per Paragraph 12 of this SF2.

Rent shall be paid monthly, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

TACOMA FINANCIAL CENTER PARTNERS, LLC  
1145 BROADWAY PLAZA, STE 1300  
TACOMA, WA 98402-3524

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR  
Tacoma

BY \_\_\_\_\_

IN PRESEN \_\_\_\_\_

*Managing member*  
\_\_\_\_\_  
(Title)

*1145 Broadway Plaza #1300 Tacoma, WA*  
\_\_\_\_\_  
(Address) *98402*

Contracting Officer, General Services Administration

4. The Government may terminate this lease in whole at any time after year 10, by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. This paragraph is intentionally omitted.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. The 29 parking spaces described in Paragraph 1 of this SFO are valued at \$150.00 per space, per month.
  - B. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO OWA2143 dated September 29, 2010, as amended.
  - C. Build out in accordance with standards set forth in SFO OWA2143 dated September 29, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
  - D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. All terms, conditions, and obligations of the Lessor and the Government are set forth in the following:
  - A. Standard Form 2 (pages 1-3)
  - B. Solicitation for Offers OWA2143 dated September 29, 2010 (pages 1-55), Amendment 1 dated January 25, 2011 (page 1)
  - C. [REDACTED] – Tacoma Resident Agency – Specific Requirements dated May 25, 2010 (pages 1-49)
  - D. GSA Form 3517B (pages 1-33) entitled GENERAL CLAUSES (Rev. [06/08])
  - E. GSA Form 3518 (pages 1-7) entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - F. Site Plan (1 page)
8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$479,890.40 (10,120 USF x \$47.42) shall be amortized through the rent for 10 years at the rate of 8.00%. The total annual cost of Tenant Improvements for the amortization period shall be \$69,840.00.
9. In accordance with the SFO paragraph 4.2, entitled *Tax Adjustment*, the tax base for the Government-occupied space is established at \$18,823.66 for the land at legal description Ptn Lots 17 thru 26, Blk 1105 of Map of Tacoma. Parcel number 2011050141.
10. In accordance with the SFO paragraph 4.2 (B) 9 entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 6.16% (12,000/194,779).
11. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$64,200.00/annum.
12. In accordance with the SFO paragraph 4.1 (C) entitled *Common Area Factor*, the common area factor is established as 1.19 (12,000 RSF/10,120 USF).
13. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as:
  1. Reduced by \$0.00 per Usable Square Foot of vacated premises
14. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 7:00 p.m., Monday through Friday, (add additional language if the building offers a weekend service to the other occupants of the building, usually they have standard business hours on Saturday from 7:00 a.m. to 3:00 p.m.) and except Federal Holidays ("Normal Hours"), at a rate of \$0.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours.
15. This Section intentionally omitted

LESSOR

UNITED STATES OF AMERICA

BY



(Initial)

BY



(Initial)

16. **24 HOUR ROOMS:** The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at the rate of \$00.00 per square foot, per month after "Normal Hours".

17. Adjusted monthly rent payments (application of commission credit):

The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per Section 2.6 B. of the SFO. The commission credit shall begin in month one (1) of the Lease. The monthly rent is \$43,820.00. The monthly shell rent is \$32,650.00. The commission credit is calculated as follows:

Total Commission: [REDACTED] = [REDACTED]  
GSA Credit: [REDACTED] x [REDACTED] = [REDACTED]  
Jones Lang LaSalle: [REDACTED] x [REDACTED] = [REDACTED]

The monthly rent adjusted for the total GSA commission credit of [REDACTED] is as follows:

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Mo. Shell Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
Month 1	\$43,820.00	\$32,650.00	[REDACTED]	[REDACTED]	[REDACTED]

The Lessor agrees that the commission of [REDACTED] is due and payable to Jones Lang LaSalle pursuant to that certain Broker Commission Agreement dated September 28, 2010.

18. Offeror's Tenant Improvement Fee Schedule: Pursuant to the offer received January 14, 2011, the Offeror's Tenant Improvement Fee Schedule shall be applicable to Tenant Improvements, any Building-Specific Security, and change orders during initial construction arising under this Lease. The applicable fees are:

- a. General Conditions will be 8.00% of Total Subcontractors Costs estimated to be \$479,890.40.
- b. General Contractor's fee will be 4.00% of Total Subcontractors Costs estimated to be \$479,890.40.
- c. Architectural/Engineering fees will be \$0.00 of Total Subcontractors Costs estimated to be \$479,890.40.
- d. Lessor's Project Management fee will be 5.00% of Total Subcontractors Costs estimated to be \$479,890.40.

19. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including the initial buildout of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

20. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this lease, they shall be deemed to mean "this Lease"; where the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

21. All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the parties prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

LESSOR

BY



(Initial)

UNITED STATES OF AMERICA

BY



(Initial)