

**LEASE NO. GS-10B-07334**  
**Building Numbers WA7692 & WA7693**

Succeeding/Superseding Lease  
GSA FORM L202 (October 2012)

This Lease is made and entered into between

Government Properties Income Trust LLC

(Lessor), whose principal place of business is 255 Washington Street, Suite 300, Newton, MA 02458-1634 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 Properties located at

**2420 and 2430 Stevens Center Place, Richland, WA 99354**

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 a term beginning October 14, 2013 and continuing for a period of

**20 Years; 10 Years Firm**

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement effective as of the date of delivery of the fully executed Lease to the Lessor

signatures below, to be

**FOR THE LESSOR:**

[Redacted Signature] Trust LLC

Title: President and Chief Operating Officer

Date: 5/23/13

[Redacted Signature]

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 5/31/13

**WITNESSED FOR THE LESSOR BY:**

[Redacted Signature]

Name: Diane Outper

Title: Executive Assistant

Date: 5/23/2013

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.

LESSOR: [Signature] GOVERNMENT: [Signature]

**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, Seismic compliance, 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: **140,152** rentable square feet (RSF), yielding **106,566** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **6** floor(s) and known as **2420 & 2430 Stevens Center**, Buildings, as depicted on the floor plan(s) attached hereto as Exhibit **A**. The (RSF) and (ABOA) is determined by the following 2420 Building **92,914 RSF/69,548 ABOA**, 2430 Building **47,238 RSF/37,018 ABOA**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.31517** 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: **659** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **659** shall be surface/outside parking spaces. 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:

	10/14/2013 – 10/13/2018	10/14/2018 – 10/13/2023
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,088,264.80	\$2,228,416.80
OPERATING COSTS <sup>2</sup>	\$ 643,297.68	\$643,297.68
<b>TOTAL ANNUAL RENT</b>	<b>\$2,731,562.48</b>	<b>\$2,871,714.48</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$14.90 per RSF multiplied by 140,152 RSF for the first 5 years and \$15.90 per RSF multiplied by 140,152 RSF

<sup>2</sup>Operating Costs rent calculation: \$4.59 per RSF multiplied by 140,152 RSF and will be subject to CPI adjustments per Paragraph 2.09

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **106,566** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. 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.

E. 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.

- F. (i) 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).
- (ii) Although parking is included in the rent it shall be valued at \$100.00 per space/month.

**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 October 13, 2023 by providing not less than 180 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] each firm at the following rental rate(s):

	OPTION 1 TERM, YEARS		OPTION 2 TERM, YEARS	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE /RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.		OPERATING COST BASIS SHALL CONTINUE FROM YEAR 15 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

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 (JUN 2012)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	6	A
PARKING PLAN(S)	2	B
SECURITY REQUIREMENTS	4	C
GSA FORM 3517B GENERAL CLAUSES	46	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	
ICSSC RP 8 SEISMIC EVALUATION	10	

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

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 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 140,152 RSF by the total Building space of 140,152 RSF of both Buildings.

**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 \$1.80 RSF which represents the 2013 Tax Year. The first adjustment year will be 2014. The following are the parcel numbers: 2430 Stevens Center PI -126083000004002 – 2420 Stevens Center PI – 12683000004003.

**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 \$4.59 per RSF (\$643,297.68/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 by \$2.45 per ABOA SF of 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:"

- \$35.00 per hour for the entire 2420 Stevens Center Building
- \$35.00 per hour for the entire 2430 Stevens Center Building

**1.16 INTENTIONALLY DELETED**

**1.17 INTENTIONALLY DELETED**

LESSOR:  GOVERNMENT: 