

LEASE NO. GS-10B-07739

**Succeeding/Superseding Lease
GSA FORM L202 (September 2011)**

This Lease is made and entered into between

FLM, LLC

("the Lessor"), whose principal place of business is 2557 Westgate Ave, San Jose, CA 95125-4044, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**Gifford Pinchot Forest Service Building
10600 NE 51st Circle
Vancouver, WA 98682-5419**

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.

LEASE TERM To Have and To Hold the said Premises with their appurtenances for the term beginning May 1, 2012 and continuing through April 30, 2016,

subject to renewal rights as are hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Date: 4/10/12

FOR THE GOVERNMENT:

LINDSEY D. SNOW
CONTRACTING OFFICER
Lindsey Snow
Lease LCO
Date: APR 27 2012

WITNESSED BY:

Name: _____
Title: _____
Date: 4-11-2012

LESSOR: [Signature] GOVERNMENT: [Signature]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for 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:

Office and Related Space: **38,988.70** rentable square feet (RSF), yielding **35,035.40** ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of **11.28%**, located on the **1st** floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 167 non-marked parking spaces of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 167 shall be surface 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.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

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

	5/1/2012 – 4/30/2016	
	Annual Rent	Monthly Rent
Shell Rent	\$828,900.00	\$69,075.00 ¹
Operating Costs	\$154,217.00	\$12,851.42 ¹
Total Annual Rent	\$983,117.00	\$81,926.42 ¹

¹ Rates may be rounded.

B. 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.

C. Rent shall be paid to the 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.

D. The 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 "Paragraph 1.01 The Premises" created herein;
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
4. 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.

1.04 INTENTIONALLY DELETED

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1.06 RENEWAL RIGHTS (SEPT 2011)

This Lease may be renewed at the option of the Government for two (2) terms of three [REDACTED] at the following rental rate(s):

	[REDACTED]	
	ANNUAL RENT	MONTHLY RENT
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM [REDACTED] OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

¹ Rates may be rounded.

	[REDACTED]	
	ANNUAL RENT	MONTHLY RENT
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM [REDACTED] OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

¹ Rates may be rounded.

provided notice is given to the Lessor at least 180 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 BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN	1	B
ABAAS BUILDING IMPROVEMENT REQUIREMENTS	2	C
GSA FORM 3517B GENERAL CLAUSES	33	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	

1.08 INTENTIONALLY DELETED

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 100 percent. The percentage of occupancy is derived by dividing the total Government space of 38,988.70 RSF by the total building space of 38,988.70 rentable square feet. The tax parcel number is 159845000.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$56,672.79/annum.

1.10 OPERATING COST BASE (SEPT 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$154,217.00/annum.

1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section 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 \$0.05 per ABOA sq. ft. of space vacated by the Government.

1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)

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

\$0.00 per hour per zone

\$ 0.00 per hour for the entire space.

1.13 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 sq. ft. 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 at no additional charge.

1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)

Space to be accepted in as-is condition except for the following building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency). The Lessor shall complete within 90 days of lease award:

- A. Ceiling tile clips and independent light fixtures shall be retrofitted for seismic compliance.
- B. Stained ceiling tiles shall be replaced.
- C. Carpet shall be shampooed.
- D. Touch up painting required.
- E. Dry wall shall be patched where required.
- F. Sink in main break room does not produce hot water, needs repair.
- G. Correct all ramps so they are in compliance with ABAAS. (See exhibit C)
- H. Adjusts door to warehouse to 5lbs or less for ABAAS compliance. (See Exhibit C)
- I. Toilet paper dispensers are to be adjusted for ABAAS compliance. (See Exhibit C)