

**LEASE NO. GS-10P-LWA08047**

Standard Lease  
GSA FORM L201C (October 2012)

This Lease is made and entered into between

**Columbia Center Property, LLC**

(Lessor), whose principal place of business is c/o Beacon Capital Partners, 200 State Street, Suite 500, Boston, Massachusetts 02109-2605, 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 Center, 701 Fifth Avenue, Seattle, Washington 98104-7097**

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 office and related 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


**15 Years, 10 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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:**

Columbia Center Property, LLC  
Name:   
Title: VICE PRESIDENT  
Entity Name: COLUMBIA CENTER PROPERTY, LLC  
Date: 8/30/13

  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 8/30/13

**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.

LESSOR:  GOVERNMENT: 

**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: **64,838** rentable square feet (RSF), yielding 55,627 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of the **15<sup>th</sup> floor and the entire 16th and 17th** floors, and known as Suites **1500, 1600 and 1700**, of the Building, as depicted on the floor plans attached hereto as Exhibit **B**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.1655** 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: Four (4) parking spaces as depicted on the plan attached hereto as Exhibit **C**, reserved for the exclusive use of the Government, of which **4** 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. Should the Government lease additional parking space(s), the rate shall be negotiated.

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. The Government acknowledges that the rooftop is currently leased to a third party by the Lessor and any Government roof access must be negotiated with such third party. Rent, if any, shall be added to the lease and paid to the Lessor.

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

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

	FIRM TERM (MONTHS 1-15)	FIRM TERM (MONTHS 16-60)	FIRM TERM (MONTHS 61-120)	NON FIRM TERM (MONTHS 121-180)
	ANNUAL RENT*	ANNUAL RENT*	ANNUAL RENT*	ANNUAL RENT*
SHELL RENT <sup>1</sup>	\$0	\$1,405,391.22	\$1,729,581.22	\$2,053,771.22
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0	\$ 246,666.67	\$ 246,666.67	\$ 246,666.67
OPERATING COSTS <sup>3</sup>	\$0	\$ 404,230.00	\$ 404,230.00	\$ 404,230.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$0	\$ 43,166.55	\$ 43,166.55	\$ 43,166.55
PARKING	\$0	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT*</b>	<b>\$0</b>	<b>\$2,099,454.44</b>	<b>\$2,423,644.44</b>	<b>\$2,747,834.44</b>

\*Rents are Rounded

<sup>1</sup>Shell rent (Firm Term) calculation (Years 1-5): \$32.38 per RSF multiplied by 64,838 RSF (Years 6-10): \$37.38 per RSF multiplied by 64,838 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$3,700,000.00 is amortized at a rate of 0 percent per annum over 15 years.

<sup>3</sup>Operating Costs rent calculation: \$6.23 per RSF multiplied by 64,838 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$647,498.28 is amortized at a rate of 0 percent per annum over 15 years  
This Lease includes 15 months of Rent Abatement (Free Rent)

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **55,627** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Pursuant to Sections 1.08 and 1.09, 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. Pursuant to Sections 1.11 and 1.12, Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

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 System for Award Management (SAM) Registration. 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. Subparagraph Intentionally Deleted

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. CBRE, 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 CBRE, 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. This Lease includes fifteen (15) months of rent abatement (free rent). The reduction in shell rent shall commence with the first month of the rental payments (month 16 of the Firm Term) and continue as indicated in this schedule for adjusted Monthly Rent:

- Month 16 Rental Payment \$174,954.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 16th Month's Rent.\*
- Month 17 Rental Payment \$174,954.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 17th Month's Rent.\*
- Month 18 Rental Payment \$174,954.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 18th Month's Rent.\*
- Month 19 Rental Payment \$174,954.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 19th Month's Rent.\*
- Month 20 Rental Payment \$174,954.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 20th 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, 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 a term [REDACTED] at the following rental rate(s):

OPTION TERM	
[REDACTED]	
	ANNUAL RENT / ANNUAL RATE / RSE
SHELL RENTAL RATE	[REDACTED]
OPERATING COSTS*	AND SHALL BE IN ADDITION TO THE SHELL RENTAL RATE. THE OPTION TERM SHALL BE SUBJECT TO 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.

\*Lessor to submit 1217 for Government approval not less than ninety (90) days before the end of the Lease Term.

LESSOR: AW GOVERNMENT: CA

**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
LEGAL DESCRIPTION	3	A
FLOOR PLAN(S)	3	B
PARKING PLAN	1	C
AGENCY <b>SPECIAL</b> REQUIREMENTS:		
D(i) - [REDACTED] R10 SPECIAL REQUIREMENTS DATED 3/8/2013	5	D
D(ii) - [REDACTED] R10 POR DATED 6/6/2013	1	
D(iii) - [REDACTED] R10 IT SPECS DATED 10/1/2012	18	
SECURITY REQUIREMENTS LEVEL III	10	E
SECURITY UNIT PRICE LIST	2	F
GSA FORM 3517B GENERAL CLAUSES	47	G
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	H
TICS TABLE	2	I

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

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$3,700,000.00**. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Initial Full Term of this Lease at an annual interest rate of **0%** percent. Any tenant improvements above \$3,700,000.00 may be amortized over the remaining firm term of the lease at 8% per annum.

**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 Initial Full 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 Initial Full 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 Initial Full 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. After the Notice to Proceed is issued, the Architect/Engineering Fee is only applicable to changes that require additional design services.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ( \$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	<b>\$4.08</b>
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	<b>5%</b>
GENERAL CONDITIONS	<b>6.5%</b>
GENERAL CONTRACTOR	<b>5%</b>

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **\$11.64** per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Full Term of this lease at an annual interest rate of 0 percent. Any BSAC improvements above \$647,498.28 may be amortized over the remaining firm term of the lease at 8% per annum.

**1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Initial Full Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Initial Full Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Initial Full Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government shall have the right to either:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

#### 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 **4.3850%** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **64,838** RSF by the total Building space of **1,478,673** RSF.

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

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$127,824.00**.

#### 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 **\$6.234461** per RSF (**\$404,230.00**/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 **\$1.00** per ABOA SF of Space vacated by the Government. Partial vacancy of a floor shall not result in an adjustment.

#### 1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- **\$30.00** per hour per zone to a maximum of \$60.00 per hour, per floor.
- No. of zones: Approximately 30 per floor
- \$60.00 per hour for an entire floor, \$120 per hour for 2 floors, \$180 per hour for all 3 floors

#### 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 no additional charge for 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 Lessor shall complete the following additional Building improvements:

- A. Upgrade & Renovate restrooms on each floor offered to the Government and shall be subject to current local code as a SHELL cost.
- B. Remedy the Fire Protection and Life Safety deficiency noted in the FPLS Evaluation provided by Aegis Engineering

#### 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.