

LEASE NO. GS-10P-LID07472

**Succeeding/Superseding Lease
GSA FORM L202 (May 2015)**

This Lease is made and entered into between

SCCP Boise Limited Partnership

(Lessor), whose principal place of business is **1075 West Georgia Street, Suite 2600, Vancouver, BC, Canada V6E3CP**, 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

Washington Group Plaza, Plaza IV Building, Suite 220, 800 Park Blvd., Boise, ID 83712-7757

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

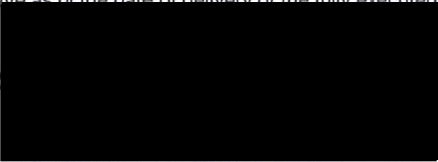
To Have and To Hold the said Premises with its appurtenances for the term beginning either upon January 1, 2016 or upon acceptance of the Premises as required by this Lease, whichever is earlier, and continuing for a period of

10 Years, 5 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 and signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

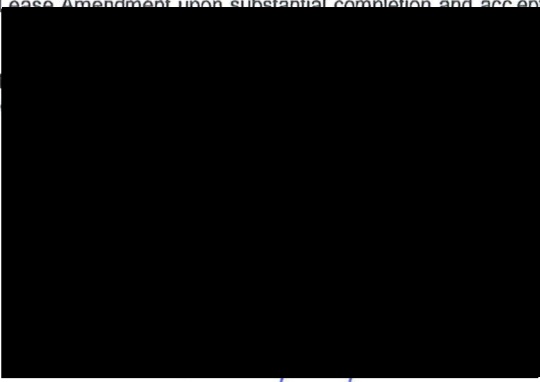
FOR



Name: Greg Tylee

Title: Vice President

Date: 12-29-2015



General Services Administration, Public Buildings Service

Date: 1/7/16

WITNESSED FOR THE LESSOR BY:



Name: Emily Gorman

Title: Office Manager

Date: 12-29-2015

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

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, 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: The following square feet (SF) of office and related Space located on the 2nd floor and known as Suite 220, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A

Term	ABOASF ¹	RSF ²
January 1, 2016 – June 30, 2016	4,825	5,393
July 1, 2016 – December 31, 2025	3,904	4,607

¹ABOASF is ANSI/BOMA Office Area (ABOA) square feet (SF)

²RSF is Rentable Square Feet

- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.18 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 (SEP 2013)

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: **INTENTIONALLY DELETED**
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATIONS (APR 2015)

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

	INITIAL NON FIRM TERM: 1/1/2016– 6/30/2016	FIRM TERM: 7/1/2016 – 12/31/2021	NON FIRM TERM: 1/1/2021 – 12/31/2026
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$75,502.00	\$70,543.90	\$81,728.18
BASEMENT STORAGE RENT ²	\$2,400.00	\$2,400.00	\$2,400.00
OPERATING COSTS ³	\$27,612.16	\$23,587.84	\$27,319.51
TENANT IMPROVEMENTS ⁴	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$105,514.16	\$96,531.74	\$111,447.69

¹Shell rent calculation:

(Initial Non-Firm Term) \$14.00 per RSF multiplied by 5,393 RSF

(Firm Term) \$15.31 per RSF multiplied by 4,607 RSF

(Second Non-Firm Term) \$17.74 per RSF multiplied by 4,607 RSF

²Basement Storage rent calculation: \$8.00 per RSF multiplied by 300 RSF, calculated separate from "Office & Related Space" square footage.

³Operating Costs rent calculation:

(Initial Non-Firm Term) \$5.12 per RSF multiplied by 5,393 RSF

(Firm Term) \$5.12 per RSF multiplied by 4,607 RSF

(Second Non-Firm Term) \$5.93 per RSF multiplied by 4,607 RSF

⁴Tenant Improvements of \$24,000.00 shall be included at no cost to the Government

B. Rent is subject to adjustment based upon a mutual on-site measurement of Office and Related Space upon acceptance, not to exceed 4,607 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Deleted

D. 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 by the Lessor in the System for Award Management (SAM). 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.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

- a.) The Government will terminate 666 USF of conference room space per Exhibit A.1 at any time on or before June 30, 2016, by providing not less than 10 days' prior written notice to the Lessor.
- b.) 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 (SEP 2013)

This Lease may be renewed at the option of the Government for a term of [redacted] at the following rental rate(s):

	OPTION TERM [redacted] [redacted]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[redacted]	[redacted]
OPERATING COSTS	[redacted]	[redacted]
BASEMENT STORAGE RENT	[redacted]	[redacted]

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 full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

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

LESSOR:  GOVERNMENT: 

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Plaza IV, Suite 220 Schematic	1	A
Plaza IV, Suite 220 Schematic, Reduction of Space	1	A-1
Agency Specific Requirements	1	B
Security Requirements, [REDACTED]	5	C
Lease Proposal (GSA Form 1364D)	4	D
Representations and Certifications (GSA Form 3518-SAM)	3	E
Fire Protection/Life Safety (GSA Form 12000)	6	F
AMENDMENT(S) TO RLP 5ID0087	2	G

- 1.08 INTENTIONALLY DELETED
- 1.09 INTENTIONALLY DELETED
- 1.10 INTENTIONALLY DELETED
- 1.11 INTENTIONALLY DELETED
- 1.12 INTENTIONALLY DELETED
- 1.13 INTENTIONALLY DELETED
- 1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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 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 \$0.00 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:"

- \$0.00 per hour per zone
- Number of zones: N/A
- \$0.00 per hour for the entire Space.

- 1.16 INTENTIONALLY DELETED
- 1.17 BUILDING IMPROVEMENTS (SEP 2012)

After the Government reduces the Space per 1.05A, the Lessor shall complete the following additional building improvements pursuant to section 4.01:

- A. Complete all improvements in accordance with the scope of work outlined in Exhibit B.