

**LEASE NO. GS-10P-LWA07480**  
**Bldg. No. WA7917**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2014)

This Lease is made and entered into between

**SELIG REAL ESTATE HOLDINGS EIGHT LLC**

(Lessor), whose principal place of business is 1000 Second Avenue, Suite 1800, Seattle, WA 98104-3619, 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

**FOURTH & BATTERY BUILDING**  
**2401 FOURTH AVENUE**  
**SEATTLE, WA 98121-3419**

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

**October 1, 2015-September 30, 2025**

subject to termination and renewal rights as are hereinafter set forth.

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.

  
Name: \_\_\_\_\_


Title: Manager

Date: 9/28/15



**N. YEE**  
**OFFICER**

Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: SEP 30 2015

WITNESSED FOR THE LESSOR BY  
  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 9/28/15

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: M9 GOVERNMENT: K

**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:** 12,867 rentable square feet (RSF), yielding 11,169 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the fourth floor and known as Suite 450, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 15.20 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:** 1 structured parking space, reserved for the exclusive use of the Government. 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.
- B. INTENTIONALLY DELETED

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

	10/01/2015 – 09/30/2020	10/01/2020 – 09/30/2025
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$ 259,439.00	\$ 272,306.00
OPERATING COSTS	\$ 75,103.00	\$ 75,103.00
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$ TBD	\$ TBD
PARKING <sup>2</sup>	\$ 2,460.00	\$ 2,700.00
<b>TOTAL ANNUAL RENT</b>	<b>\$ 337,002.00</b>	<b>\$ 350,109.00</b>

<sup>1</sup>Tenant Improvement Allowance of up to \$335,070.00 may be expended and will be amortized at a rate of 4.0 percent per annum over the remainder of the firm term after the TIs are accepted.

<sup>2</sup>Parking costs described under sub-paragraph H below.

- B. INTENTIONALLY DELETED
- C. 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. INTENTIONALLY 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 in the Lessor's Central Contractor Registration (CCR), now 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.

H. Parking shall be provided at a rate of \$205.00 per parking space per month (structured/inside) for years 1-5 and at a rate of \$225.00 per parking space per month (structured/inside) for years 6-10.

**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 after September 30, 2025, 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 (SEP 2013)**

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

OPTION TERM ONE	
[REDACTED]	
ANNUAL RENT	
SHELL RENTAL RATE	[REDACTED]
PARKING RATE	THE PARKING RATE FOR THE RENEWAL OPTION WILL BE NEGOTIATED BASED ON CURRENT MARKET RENTS AT THE TIME THE RENEWAL IS EXERCISED.
OPERATING COSTS	OPERATING COST BASIS SHALL REMAIN UNCHANGED FROM THE ORIGINAL LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

OPTION TERM TWO	
[REDACTED]	
ANNUAL RENT	
SHELL RENTAL RATE	[REDACTED]
PARKING RATE	THE PARKING RATE FOR THE RENEWAL OPTION WILL BE NEGOTIATED BASED ON CURRENT MARKET RENTS AT THE TIME THE RENEWAL IS EXERCISED.
OPERATING COSTS	OPERATING COST BASIS SHALL REMAIN UNCHANGED FROM THE ORIGINAL LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

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 full force and effect during any renewal term.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
AGENCY SPECIFIC REQUIREMENTS	6	B
SECURITY REQUIREMENTS	3	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	2	E
SEISMIC CERTIFICATION	13	F
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT NO. 1 AND 2	7	G

**1.08 TENANT IMPROVEMENT PRICING AND RENTAL ADJUSTMENT**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$30.00 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. Upon Government acceptance of the completed Tenant Improvements this amount will be amortized in the rent over the remaining Firm Term of this Lease at an annual interest rate of 4 percent.

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 6.35231 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 12,867 RSF by the total Building space of 202,556 RSF.

**1.12 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$18,563.29 for the Government-occupied space. Tax adjustments shall not occur until the tax year following lease commencement has passed. The tax parcel number is 0656000480.

**1.13 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$75,103.00 per annum.

**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 \$0.50 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:"

- \$1.25 per hour per zone
- Number of zones: 12

**1.16 INTENTIONALLY DELETED**

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

No later than March 30, 2016, the Lessor shall complete the following additional Building improvements at Lessor cost:

- Replace all existing lighting to LED lighting;
- Install Fire Suppression Sprinklers throughout the entire fourth floor. See Paragraph 7.03.

**1.18 TENANT IMPROVEMENT FEE SCHEDULE**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space:

	INITIAL BUILD-OUT
Architect/Engineer Fees (\$ per SF or % of TI Construction Costs)	\$ 2.00 per RSF
Lessor's Project Management Fee (% of TI Construction Costs)	15%