

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

APR 23 2010

LEASE NO.

LOR07148

BUILDING NO.

OR6614

THIS LEASE, made and entered into this date by and between WAGGONER, KARIN & GARY

Whose address is



and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 5,722 rentable square feet (RSF) of office and related space, which yields 5,722 ANSI/BOMA Office Area square feet (USF) of space at 1730 NW Hughwood Ave., Roseburg, OR 97471-8817, to be used for such purposes as determined by the General Services Administration.

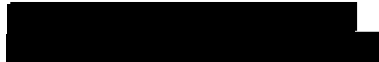
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term March 1, 2011-February 28, 2021, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent per the following table.

| <u>Rent Period</u> | <u>Shell Rent</u> | <u>Operating Rent¹</u> | <u>Annual Rent</u> |
|--------------------|-------------------|-----------------------------------|--------------------|
| Years 1-10 | \$118,502.62 | \$31,070.46 | \$149,573.08 |

¹ Operating Rent base shall be adjusted per Paragraph 12 of this SF2.

Rent shall be paid monthly, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

GARY AND KARIN WAGGONER



W

4. Paragraph 4, Termination Rights, is intentionally omitted.

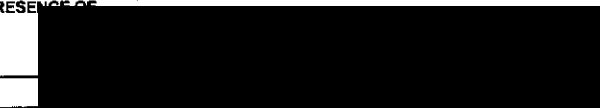
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR
GARY AND KARIN WAGGONER

BY

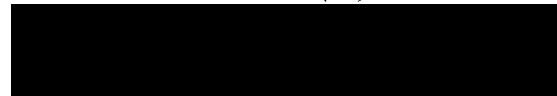


IN PRESENCE OF



Owner

(Title)



UNITED STATES OF AMERICA

BY



Contracting Officer, General Services Administration
(Official Title)

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals provided notice be given in writing to the Lessor at least 60 days before the end of the original lease term or any renewal term. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

The Government shall pay the Lessor annual rent of \$182,760.68 for years 11 – 15 (March 1, 2021-February 28, 2026) per month in arrears.

The Government shall pay the Lessor annual rent of \$182,760.68 for years 16 – 20 (March 1, 2026-February 28, 2031) per month in arrears.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8OR2016 dated January 2010, as amended.
7. All terms, conditions, and obligations of the Lessor and the Government are set forth in the following:
- A. Standard Form 2 (pages 1-3)
 - B. Solicitation for Offers 8OR2016 dated January 2010 (pages 1-51), Amendment 1 dated January 10, 2010 (page 1)
 - C. Agency Special Requirements (pages 1-94)
 - D. GSA Form 3517B (pages 1-33) entitled GENERAL CLAUSES (Rev. [06/08])
 - E. GSA Form 3518 (pages 1-7) entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - F. GSA Form 1217 (1 page) entitled LESSOR'S ANNUAL COST STATEMENT
 - G. GSA Form 1364 (pages 1-2) entitled PROPOSAL TO LEASE SPACE
 - H. Site Plan (1 page)
8. The following paragraphs 9 through 19 of this Standard Form 2 have been added to this lease prior to its execution.
9. Paragraph 9, Tenant Improvements, is intentionally omitted.
10. In accordance with the SFO paragraph 4.2, entitled *Tax Adjustment*, the tax base for the Government-occupied space is established at \$14,541.10 and the parcel number is Parcel 2 of Land Partition No. 1995-0099, Tax Card No. 8862.67.
11. In accordance with the SFO paragraph 4.2 (B) 9 the percentage of Government occupancy is established as 91.978% (5,722/6,221).
12. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$31,070.46/annum.
13. In accordance with the SFO paragraph 4.1 (C) entitled *Common Area Factor*, the common area factor is established as 1.000 (5,722 RSF/5,722 USF).
14. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.25/USF of vacant space (rental reduction).
15. In accordance with the SFO paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$20.00 per hour for the entire building or any portion thereof.

LESSOR

BY 

(Initial)

UNITED STATES OF AMERICA

BY 

(Initial)

16. Adjusted monthly rent payments (application of commission credit):

The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per Section 2.5 B. of the SFO. The commission credit shall begin in month one (1) of the Lease. The monthly rent is \$12,464.42. The monthly shell rent is \$9,875.22. The commission credit is calculated as follows:

TOTAL RENT: Years 1-10: \$149,573.08 x [redacted] = [redacted]
 TOTAL FIRM TERM: [redacted]

Total Commission: [redacted]
 GSA Credit: [redacted]
 Jones Lang LaSalle: [redacted]

The monthly rent adjusted for the total GSA commission credit of \$23,183.83 is as follows:

| <u>Rent Period</u> | <u>Scheduled Monthly Rent</u> | <u>Scheduled Mo. Shell Rent</u> | <u>Commission Credit</u> | <u>Commission Credit Remaining</u> | <u>Adjusted Monthly Rent Payment</u> |
|--------------------|-------------------------------|---------------------------------|--------------------------|------------------------------------|--------------------------------------|
| Month 1 | \$12,464.42 | \$9,875.22 | [redacted] | [redacted] | [redacted] |
| Month 2 | \$12,464.42 | \$9,875.22 | [redacted] | [redacted] | [redacted] |
| Month 3 | \$12,464.42 | \$9,875.22 | [redacted] | [redacted] | [redacted] |

The Lessor agrees that the commission of [redacted] is due and payable to Jones Lang LaSalle pursuant to that certain Broker Commission Agreement dated January 14, 2010.

- 17. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including the initial buildout of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.
- 18. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this lease, they shall be deemed to mean "this Lease"; where the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
- 19. All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the parties prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

LESSOR

UNITED STATES OF AMERICA

BY [Signature]
 (Initial)

BY [Signature]
 (Initial)