

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
LOR07217 Bldg #OR6739

PART 1 - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 3,854 rentable square feet of office space located in Pendleton, Oregon, for occupancy not later than February 1, 2012 for a term of fifteen (15) years full, ten (10) years firm. Rentable space must yield a minimum of 3,183 to a maximum of 3,351 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS DECEMBER 27, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within one hundred eighty (180) days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BULBS	<input type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>Every 5-years</u>	
<input type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	Frequency <u>Every 5-years</u>	Public Areas <u>Every 3-years</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.			

6. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

1. GSA Form 3626 - U.S. Government Lease for Real Property (Short Form) - (pages 1-2);
2. GSA Form 3626 - U.S. Government Lease for Real Property (Short Form), Supplemental Lease Requirements- (pages 1- 26);
3. Special Requirements; [redacted] Special Space Specifications and Requirements - (pages 1-52),
4. Attachment 1 - GSA Form 3626 Minimum Lease Security Standards;
5. Attachment for Broker Commissions,
6. Lessor/ Payee Contact Sheet;
7. GSA Form 1364 - Proposal to Lease Space;
8. GSA Form 1217 - Lessor's Annual Cost Statement;
9. Security Unit Price List
10. GSA Form 3516 - Solicitation Provisions;
11. GSA Form 3517A - General Clauses;
12. GSA Form 3518 - Representations and Certifications;
13. Prelease Building Security Plan;
14. GSA Form 12000 - Fire and Life Safety for Low Rise Buildings;
15. Seismic Certification - Existing Buildings;
16. Commission Agreement
17. Disclosure of Contractor Access to Offeror's Proprietary Information

Parking

Onsite parking is preferred and will be considered an additional space consideration factor for leased space. Handicapped parking must be located within the same block and visitor parking must be available within two (2) blocks of the office. Parking for employees must be available within four (4) to five (5) blocks of the office.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 255.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
 - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order, unless stated otherwise)

January 26, 2011

**Amendment Number 2
to Lease LOR07217
[REDACTED], Pendleton, Oregon**

The purpose of this Amendment to Lease LOR07217 is to modify language contained within the body **GSA Form 3626 U.S. GOVERNMENT LEASE FOR REAL PROPERTY**.

1. Part 1, Paragraph 2 is deleted in its entirety and replaced with the following:

2. The Government of the United States of America is seeking to lease approximately 3,854 rentable square feet of office space located in Pendleton, Oregon, for occupancy not later than **February 1, 2012** for a term of **twenty (20) years full, fifteen (15) years firm**. Rentable space must yield a minimum of 3,183 to a maximum of 3,351 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

2. Part 2, Paragraph 3 is deleted in its entirety and replaced with the following:

3. To have and to hold, for the term commencing on **February 1, 2012** and continuing through **January 31, 2032** inclusive. The Government may terminate this lease in whole or in part at any time on or after **January 31, 2027**, by giving at least **ninety (90)** days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

This document is now being considered part of Lease # LOR07217.

All respondents to this Solicitation for Offers to lease shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy of this Amendment must be received by 5:00 pm EDT on January 28, 2011. You may fax this Amendment to Ms. Stacey DeHenzel of the CBRE Real Estate Services, Inc. at (703) 852-6210. A hard copy of the Amendment must be mailed to the following:

Stacey DeHenzel | Transaction Coordinator
GSA - National Broker Contract
CBRE Real Estate Services, Inc.
8270 Greensboro Drive, Suite 620, McLean, VA 22102
T 703.905.0279 | F 703.852.6210
Stacey.dehenzel@cbre.com

RECEIPT OF AMENDMENT NO. 2
IS HEREBY ACKNOWLEDGED:

OFF

DATE

2-23-11

[Handwritten initials]

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) [REDACTED] Pendleton, OR 1229 SE 3 rd Street Pendleton, OR 97801-4143	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S) A
c. SQ. FT. RENTABLE <u>3,854</u> ABOA <u>3,351</u> Common Area Factor <u>1.15</u>	d. TYPE: <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE	

B. TERM

3. To have and to hold, for the term commencing on February 1, 2012 and continuing through January 31, 2027 inclusive. The Government may terminate this lease in whole or in part at any time on or after January 31, 2022, by giving at least ninety (90) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT (see attached lease rider for details)	7. HVAC OVERTIME RATE PER HOUR \$30.00	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Richard S. Coulter [REDACTED] [REDACTED]
6. RATE PER MONTH (see attached lease rider for details)		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

Richard S. Coulter
[REDACTED]
[REDACTED]

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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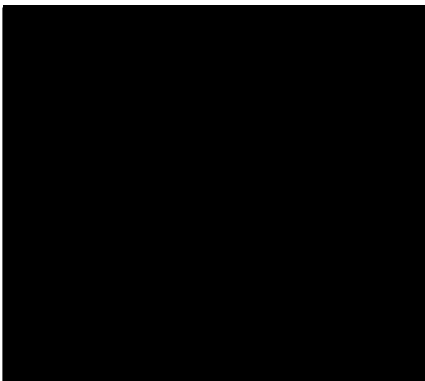
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Richard Coulter	11b. TITLE OF PERSON SIGNING Owner
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11c. SIGNATURE [REDACTED]	11d. DATE 2-23-11
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PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents:

- GSA Form 3626 - U.S. Government Lease for Real Property (Short Form) - (pages 1-2);
- Amendment #2 dated January 26, 2011
- Supplemental Lease Requirements - (pages 1-26);
- Special Requirements: [REDACTED] Special Space Specifications and Requirements - (pages 1-52);
- Attachment 1 To GSA Form 3626 Minimum Lease Security Standards;
- Attachment for Broker Commissions;
- GSA Form 3517 - General Clauses;
- GSA Form 3518 - Representations and Certifications;
- Exhibit A - Base Plans;
- Commission Agreement



GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY

3b. SIGNATURE OF CONTRACTING OFFICER Richard J. O'Brien	3c. DATE 2/23/11
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[Handwritten mark]



**RIDER TO GSA FORM 3626
U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)
OFFER DETAILS
LEASE NO. LOR07217, [REDACTED], Pendleton, OR**

1. This lease is subject to adjustments for vacant space as provided by Adjustment for Vacant Premises, GSAR 552.270-25 (6/94). The adjustment for vacant space is \$3.35 per ANSI BOMA Office Area (Usable) square foot per annum.
2. This lease is subject to Real Estate Tax Escalation adjustments as provided by Tax Adjustment GSAR 552-270-24 (6/85). The base rate for adjustments is established at \$.93 per square foot of ANSI BOMA Office Area (Usable). The Government's percentage of occupancy is established at 48.5% of entire building.
3. This lease is subject to annual operating cost adjustments as provided by Operating Costs GSAR 552.270-23 (6/85). The base rate for adjustments is established at \$7.98 per square foot of ANSI BOMA Office Area (Usable).
4. The tenant buildout will conform to the specifications in Lease LOR07217, and are to be provided by the Lessor as part of the total rental payment. The tenant build out costs of \$43,7674 are amortized for a period of 180 months at 7%. Tenant improvement rental adjustments shall be made in accordance with Attachment Supplemental Lease Requirements Paragraph 5.

	Annual Rent (yrs 1-5)	Monthly Rent (yrs 1-5)	Annual Rent (yrs 6-10)	Monthly Rent (yrs 6-10)	Annual Rent (yrs 11-15)	Monthly Rent (yrs 11-15)	Annual Rent (yrs 16-20)	Monthly Rent (yrs 16-20)
Shell Rental Rate	\$73,071.84	\$6,089.32	\$85,481.72	\$7,123.48	\$97,467.66	\$8,122.31	\$112,074.32	\$9,339.53
TI Rental Rate	\$15,801.40	\$1,316.78	\$15,801.40	\$1,316.78	\$15,801.40	\$1,316.78	-----	-----
Building Specific Security	\$1,464.52	\$122.04	\$1,464.52	\$122.04	\$1,464.52	\$122.04	-----	-----
Operating Cost Rate	\$26,746.76	\$2,228.90	\$26,746.76	\$2,228.90	\$26,746.76	\$2,228.90	\$26,746.76	\$2,228.90
Full Service Rent	\$117,084.52	\$9,757.04	\$129,494.40	\$10,791.20	\$141,480.34	\$11,790.03	\$138,821.08	\$11,568.43

5. Overtime rates shall not be paid during normal building hours of operation as identified on Page 1 of 2, Section B., of the GSA Form 3626.

6. In accordance with the Paragraph 1 of the Attachment for Broker Commissions, CB Richard Ellis, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a cooperating lease commission of [REDACTED] for years one (1) through five (5) and [REDACTED] for years six (6) through ten (10) and [REDACTED] for years eleven (11) through fifteen (15) of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 7 of the Supplemental Lease Requirements, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CB Richard Ellis when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced 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.

Initials:  & 
Lessor Gov't

