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

PART I - 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  

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

6. OTHER REQUIREMENTS  

Offerers should also include the following with their offers:  

<table>
<thead>
<tr>
<th>SERVICES AND UTILITIES (To be provided by Lessor as part of rent)</th>
<th>SUPPLEMENTAL LEASE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH</td>
<td>INITIAL &amp; REPLACEMENT</td>
</tr>
<tr>
<td>ELECTRICITY</td>
<td>LAMPS, LITIRES &amp; BALLASTS</td>
</tr>
<tr>
<td>GAS</td>
<td>U.S.A. (Steel)</td>
</tr>
<tr>
<td>WATER (Hot &amp; Cold)</td>
<td>PANTHER (Refrig. &amp; Supp.)</td>
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<tr>
<td>SNOW REMOVAL</td>
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<td>TRASH REMOVAL</td>
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<tr>
<td>CHILLED DRINKING WATER</td>
<td></td>
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<tr>
<td>TOILET ACCESSORIES</td>
<td></td>
</tr>
<tr>
<td>LAMPS, TUBES &amp; BALLASTS (Specify below)</td>
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<tr>
<td>AIR CONDITIONING</td>
<td></td>
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<tr>
<td>TOILET SUPPLIES</td>
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<tr>
<td>CARPET CLEANING</td>
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<tr>
<td>PANTHER (Supp.)</td>
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<td>WINDOW WASHING</td>
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</table>

6. OTHER REQUIREMENTS  

Offerers should also include the following with their offers:  

I. 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;  
4. Attachment 1 - GSA Form 3626 Minimum Lease Security Standards;  
5. Attachment for Broker Commissions;  
6. Lease/Agency Contact Sheet;  
7. GSA Form 1344 - Proposal in Lease Space;  
8. GSA Form 1217 - Lease/Agency Cost Statement;  
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 Rhs Buildings;  
15. Numeric 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 Z65.1-1996 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."  

☐ OTHER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:  

☑️ SIGNIFICANTLY MORE IMPORTANT THAN PRICE  
☐ MODERATELY MORE IMPORTANT THAN PRICE  
☐ APPROXIMATELY EQUAL TO PRICE  
☐ MODERATELY LESS IMPORTANT THAN PRICE  
☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE  

Listed in descending order, unless stated otherwise.  

GENERAL SERVICES ADMINISTRATION  
Page 1 of 2  
GSA Form 3626 (Rev. 4/2009)  
Prescribed by APD 2009-12A
January 26, 2011

Amendment Number 2

to Lease LOR07217

, 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

3-23-11

[Signature]

[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 (Postal Zip Code)
   Pendleton, OR
   1229 SE 2nd Street
   Pendleton, OR 97801-4143

2. LOCATION(S) IN BUILDING

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

   I. NAME AND ADDRESS OF BUILDING (Include ZIP Code)
      Pendleton, OR
      1229 SE 2nd Street
      Pendleton, OR 97801-4143

   J. COMMON AREA
      1,151

   K. TYPE
      ☐ GENERAL OFFICE ☐ OTHER (Specify)
      ☐ WAREHOUSE

3. 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 Lessee. 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)

   6. RATE PER MONTH
      (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

   9a. NAME AND ADDRESS OF OWNER (Include ZIP Code. If requested by the Government, list all partners or joint venturers, for all General Partners, using a separate sheet if necessary.)
      Richard S. Coulter

   9b. TELEPHONE NUMBER OF OWNER

   10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

   11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print)
      Richard Coulter

   11b. TITLE OF PERSON SIGNING
      Owner

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:

   1. GSA Form 3626 - U.S. Government Lease for Real Property (Short Form) - (pages 1-23);
   2. Amendment #2 dated January 26, 2011;
   3. Supplemental Lease Requirements - (pages 1-26);
   4. Special Requirements - Special Space Specifications and Requirements - (pages 1-23);
   5. Attachment 1 To GSA Form 3626 Minimum Lease Security Standards;
   6. Attachment for Broker Commission;
   7. GSA Form 3517 - General Clauses;
   8. GSA Form 3518 - Representations and Certifications;
   9. Exhibit A - Base Plans;
   10. Commission Agreement

GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY

SIGNATURE OF CONTRACTING OFFICER

DATE

Michael J. Robinson 2/23/11

GSA Form 3626 (REV 4/2009)
Prepared by APO 2801.12A
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 $43,767.4 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.

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 $39,767.4 for years one (1) through five (5), $39,767.4 for years six (6) through ten (10) and $39,767.4 for years eleven (11) through fifteen (15) of the firm term value of this lease ("Commission"). The total amount of the Commission is $39,767.4. 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 $11,988.9 of the Commission, will be payable to CB Richard Ellis when the Lease is awarded. The remaining $11,988.9, which is 30% 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.
First month’s rental payment of $9,757.04 minus the prorated commission credit of □ equals □ (adjusted first month’s rent).

Second month’s rental payment of $9,757.04 minus the prorated commission credit of □ equals □ (adjusted second month’s rent).

Third month’s rental payment of $9,757.04 minus the prorated commission credit of □ equals □ (adjusted third month’s rent).

7. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by the Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.