

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-10B-07217 Bldg. OR6739	DATE 5/8/12	PAGE 1 of 2
ADDRESS OF PREMISES 1229 SE 3 <sup>RD</sup> STREET, PENDLETON, OREGON 97801-4143			

**THIS AGREEMENT**, made and entered into this date by and between **RICHARD S. COULTER**

whose address is [REDACTED]

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

**WHEREAS**, the parties hereto desire to amend the above Lease to adjust square footage for the leased premises, adjust rent, and to adjust commission and commission credit.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

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

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

A total of **4,033** rentable square feet (RSF) yielding approximately ~~3,506.64~~ <sup>3,507 m<sup>2</sup></sup> ANSI/BOMA Office Area square feet (ABOA) and related space located at **1229 SE 3<sup>RD</sup> STREET, PENDLETON, OREGON 97801-4143**, as depicted on the attached EXHIBIT A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

**Amendment 2, Part II (c) is deleted in its entirety and replaced with the following:**

RENTABLE SF = 4,033  
ABOA SF = ~~3,506.64~~ 3,507 m<sup>2</sup>

**Rider to GSA Form 3626 Paragraph 2 is deleted in its entirety and replaced with the following:**

2. This lease is subject to Real Estate Tax Escalation adjustments as provided by Tax Adjustment GSAR 552-270-24 (6185). The base rate for adjustments is established at **\$0.93** per square foot of ANSI BOMA Office Area (Usable). The Government's percentage of occupancy is established at **50.7%** of the entire building (4,033/7,950).
4. The tenant build out 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 **7.0%**. *Tenant improvement rental adjustments shall be made in accordance with Attached Supplemental Lease Requirements Paragraph 5.*

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

**LESSOR**

SIGNATURE	[REDACTED]	NAME OF SIGNER <i>Richard Coulter</i>
ADDRESS	[REDACTED]	

**IN PRESENCE OF**

SIGNATURE	[REDACTED]	NAME OF SIGNER <i>Annilla Coulter</i>
ADDRESS	[REDACTED]	

**UNITE**

SIGNATURE

SIGNATURE	[REDACTED]	NAME OF SIGNER <b>MICHAEL J. O'BRIEN</b>
		OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>

AUTHOR

Previous

Rider to GSA Form 3626 Paragraph 4 is deleted in its entirety and replaced with the following:

4.

LEASE TERM	SHELL RENT	OPERATING BASE	AMORTIZATION OF TFS	BUILDING SPECIFIC SECURITY	TOTAL ANNUAL RENT	TOTAL SHELL RENT (RSF)
YEARS 1-5	\$76,465.68	\$27,989.02	\$15,801.40	\$1,464.52	\$121,720.63	\$18.96
YEARS 6-10	\$89,451.94	\$27,989.02	\$15,801.40	\$1,464.52	\$134,706.88	\$22.18
YEARS 11-15	\$101,994.57	\$27,989.02	\$15,801.40	\$1,464.52	\$147,249.50	\$25.29
YEARS 16-20	\$117,279.64	\$27,989.02	\$0.00	\$0.00	\$145,268.66	\$29.08

Rider to GSA Form 3626 Paragraph 6 is deleted in its entirety and replaced with the following:

6. In accordance with the Paragraph 1 of the Attachment for Broker Commissions, CBRE, Inc., ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE, Inc. 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 CBRE, Inc. 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. The shell rental portion of the annual rental payment 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 **\$10,143.39** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment **\$10,143.39** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment **\$10,143.39** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

All other terms and conditions remain in full force and effect.

INITIALS:  LESSOR  GOVT

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