

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUN 30 2011

LEASE NO.

GS-10B-07266

BUILDING NO.

OR6543

THIS LEASE, made and entered into this date by and between NIMBUS CENTER LLC

Whose address is 10220 SW Greenburg Rd., Ste 310  
PORTLAND, OR 97223-5531

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 5,470 rentable square feet (RSF) of office and related space, which yields 5,470 ANSI/BOMA Office Area square feet (USF) of space at Nimbus Corporate Center, 9780 SW Nimbus Avenue, Beaverton, OR 97008-7172, together with 15 on site, reserved parking spaces 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 10 year term beginning upon Government beneficial occupancy, 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 Rent<sup>1</sup></u>	<u>Annual Rent</u>
Years 1-5	\$92,333.60	\$11,869.90	\$104,203.50
Years 6-10	\$98,788.20	\$11,869.90	\$110,658.10

<sup>1</sup> 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:

NIMBUS CENTER LLC  
10220 SW GREENBURG ROAD, STE 310  
PORTLAND, OR 97223-5503

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

LESSOR  
Nimbus Center

BY

IN PRESENCE

*Vice President*

(Title)

*One SW Columbia St., Suite 500  
Portland OR 97258*

(Address)

UNITED STATES OF AMERICA

BY

Contracting Officer, General Services Administration

4. The Government may terminate this lease in whole at any time after year 5, by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. This paragraph is intentionally omitted.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. The 15 parking spaces described in Paragraph 1 of this SFO are valued at \$00.00 per space per month.
  - B. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9OR2009 dated November 10, 2010, as amended.
  - C. Build out in accordance with standards set forth in SFO 9OR2009 dated November 10, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
  - D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. All terms, conditions, and obligations of the Lessor and the Government are set forth in the following:
  - A. Standard Form 2 (pages 1-4)
  - B. Solicitation for Offers 9OR2009 dated November 10, 2010 (pages 1-49); Amendment #1 to SFO 9OR2009 dated March 28, 2011 (pages 1-3)
  - C. Physical Security Requirements/Specifications for █████ Facilities dated July 14, 2009 (pages 1-11);
  - D. GSA Form 3517B (pages 1-33) entitled GENERAL CLAUSES (Rev. [06/06])
  - E. GSA Form 3518 (pages 1-7) entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - F. Site Plan (1 page)
  - G. Existing Space Modifications (pages 1-3)
8. The following paragraphs 9 through 24 of this Standard Form 2 have been added to this lease prior to its execution.
9. This paragraph has been 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 \$7,406.06.
11. In accordance with the SFO paragraph 4.2 (B) 9 entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 3.29% (5,470/166,495).
12. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$2.17/RSF (\$11,869.90/annum).
13. In accordance with the SFO paragraph 4.1 (C) entitled *Common Area Factor*, the common area factor is established as 1.0 (5,470 RSF/5,470 USF).
14. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as:
  1. Reduced by \$2.10 per Usable Square Foot of vacated premises
15. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 5:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), at a rate of \$40.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours.

LESSOR

UNITED STATES OF AMERICA

BY \_\_\_\_\_

BY \_\_\_\_\_

(Initial)

(Initial)



23. The following improvements will be completed at the Lessor's sole expense and shall be completed within 60 working days of lease award:

- Replace water damaged floor tiles as needed in/around sample prep room and rear entry hallway (identified by the number "1" on the attached floor plan)
- Add EIGHT electrical outlets and EIGHT data ports in the center of the conference room (identified by the number "3" on the attached floor plan).
- Bike parking in the front entry. Install two (2) wall mounted bike racks in the front entry area identified by the number "5" on the attached floor plan. [BIKE RACK SPECIFICATIONS ARE INCLUDED IN THE PDF ATTACHMENT UPDATED 100710 SPEC REQ AR6006BIKETRACLOCKINGMAN ATTACHED TO THIS EMAIL].
- Repair leaking toilet in women's restroom (identified by the number "6" on the attached floor plan).
- Replace all stained/ discolored or damaged ceiling tiles throughout (currently identified by the letter "W" on the attached floor plan).
- Repair bubbled paint at the floor/wall juncture (identified by the letter "X" on the attached floor plan).
- Re-paint walls throughout as needed to cure wear-and-tear.
- Clean carpets throughout.
- Replace light bulbs throughout. Check all ballasts for proper function.

24. The Lessor has approved of the installation by the Agency of an exterior cargo/delivery ramp (identified by the number "2" on the attached floor plan). This will be paid for and installed by the Agency.

LESSOR

BY \_\_\_\_\_

  
(Initial)

UNITED STATES OF AMERICA

BY \_\_\_\_\_

  
(Initial)