

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

*3/30/11* *4/12/11*

LEASE NO. LID07270 Bldg # ID4273

THIS LEASE, made and entered into this date by and between ODC-FIC, LP

Whose address is 877 WEST MAIN STREET  
BOISE, ID 83702-5883

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 14,090 rentable square feet (RSF) of off and related space, which yields 12,360 ANSI/BOMA Office Area square feet (USF) of space at Wells Fargo Center, 877 West Main Street, Boise, ID 83702-5883 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 20 structured parking spaces for exclusive use of Government employees and patrons valued at \$150.00 per space per month.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 11, 2011 and continuing through April 10, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent as follows:

Years	Shell Rent	Operating Costs	Taxes	Annual Rent
Years 1-5	\$22,190.08	\$5,094.00	\$2,081.83	\$352,390.92
Years 6-10	\$24,456.22	\$5,094.00	\$2,081.83	\$379,584.60

\*Taxes are subject to adjustment per Section 4.2 of the SFO and operating costs are subject to CPI adjustments per Section 4.3 of the SFO.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

ODC-FIC, LP  
877 WEST MAIN STREET  
BOISE, ID 83702-5883

4. The Government has no right to a termination option.

5. The Government has no right to a priced renewal option.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:  
Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8ID2029 dated September 15, 2010, and Amendment 1 dated March 10, 2011.

7. The following are attached and made a part hereof:

- A. Solicitation for Offers 8ID2029 dated September 15, 2010 and Amendment 1, dated March 10, 2011.  
B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 6/08)

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

LESSOR  
ODC-FIC, LP

**OPPENHEIMER DEV. CORP., GENERAL PARTNER**

BY *Arthur F. Oppenheimer*  
(Signature)

ARTHUR F. OPPENHEIMER, PRES.  
(Title)

IN PRESENCE OF

*Thelma L. Jones*  
(Signature)

877 W. MAIN ST., STE. 700  
BOISE, ID 83702  
(Address)

UNITED STATES OF AMERICA

BY *[Signature]*  
(Signature)

Contracting Officer, General Services Administration  
(Official Title)

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)

8. In accordance with the Amendment 1 dated March 10, 2011, any references or requirements in this lease related to initial tenant improvements do not apply, other than new paint and carpet within the Premises which will be required within 60 working days from the Notice to Proceed. This cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

**\$310,868.71**

9. In accordance with SFO paragraph entitled Tax Adjustment, the base year taxes for the office portion of the building (excluding retail space) is **\$12,274.08**. Taxes shall be increased or decreased from the base pursuant to annual adjustment per the SFO. The tax parcel number is identified as R1013000790. The first adjustment shall be for the 2011 calendar year.

10. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as **8.63618%** (14,090 RSF / 175,332 RSF).

11. In accordance with the SFO paragraph entitled Operating Costs Base, the escalation base is established as \$4.34/RSF (\$81,128.00/annum).

12. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.1399 (14,090 RSF / 12,360 USF).

13. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$0.00/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$25.00 per hour for the entire space occupied or any portion thereof.

15. No security costs have been amortized into this Lease.

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 2.6 of the SFO. The commission credit shall begin in month one (1) of the Lease. The monthly rent is \$29,365.91. The monthly shell rent is \$22,190.08. The commission credit is calculated as follows:

Total Commission:  
GSA Credit:  
Jones Lang LaSalle:

The monthly rent adjusted for the total GSA commission credit of [REDACTED] is as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Mo. Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$29,365.91	\$22,190.08	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$29,365.91	\$22,190.08	[REDACTED]	\$0.00	[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 March 11, 2011.

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.

20. This lease upon execution will succeed lease LID05599 and said lease LID05599 will terminate.

LESSOR

UNITED STATES OF AMERICA

BY

BY