

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

MAR 31 2010

LEASE NO.

GS-10B-07143

BUILDING NO.

OR6730

THIS LEASE, made and entered into this date by and between ALBANY MEDICAL SOLUTIONS LLC

Whose address is 1430 COMMERCIAL ST SE
SALEM, OR 97302-4308

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:

- The Lessor hereby leases to the Government the following described premises:

A total of 7,111 rentable square feet (RSF) of office and related space, which yields 7,111 ANSI/BOMA Office Area square feet (USF) of space at 1390 Waverly Dr., Albany, OR 97322-6945, 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 26 surface parking spaces for exclusive use of Government employees and patrons.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon beneficial occupancy and continuing for fifteen years, subject to termination and renewal rights as may be hereinafter set forth.

- The Government shall pay the Lessor annual rent of \$160,942.06 and stepped per the table below.

Rent Period	Shell Rent	Building Specific Security costs	Operating Rent ¹	Amortized TIs ²	Annual Rent ³
Years 1-5	\$81,918.72	\$5,546.58	\$31,572.84	\$41,903.92	\$160,942.06
Years 6-10	\$88,460.84	\$5,546.58	\$31,572.84	\$41,903.92	\$167,484.18
Years 11-15	\$95,571.84	\$-0-	\$31,572.84	\$-0-	\$127,144.68

¹ Operating Rent base shall be adjusted per Paragraph 11 of this SF2.

² See Paragraph 9 of this SF2.

³ The annual rent owed for the first year of the lease will be adjusted per Paragraph 16 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:

ALBANY MEDICAL SOLUTIONS LLC
1430 COMMERCIAL ST SE
SALEM, OR 97302-4308

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

LESSOR
ALBANY MEDICAL SOLUTIONS LLC

BY _____

Owner / President

(Title)

IN PRESENCE

UNITED STATES OF AMERICA

BY _____

STEPHEN D. MONKEWICZ
Contracting Officer, General Services Administration
CONTRACTING OFFICER
(Official Title)

4. The Government may terminate this lease in whole or in part at any time on or after the tenth lease year 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 lease may be renewed at the option of the Government, for the following terms and at the following rentals, upon 120 days advance written notice by the Government:

Years 16-20 (5 Year Option): \$14.51 per USF/RSF (Shell)

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8OR2205 dated October 1, 2009.
 - B. Build out in accordance with standards set forth in SFO 8OR2205 dated October 1, 2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award.
 - C. 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 1-3)
 - B. Solicitation for Offers 8OR2205 dated 10/1/2009 (pages 1-51)
 - C. Agency Special Requirements:
 - ██████████ Special Space Specifications and Requirements, dated 8/10/2008 (pages 1-14)
 - Specification for ██████████, dated 3/1/2006 (pages 1-32)
 - Pannex 1300 Series, no date (pages 1-6)
 - ██████████ 100, 300 & 500 Series, no date (pages 1-2)
 - Power Assist and Low Energy Power Operated Doors, dated 1/29/97 (pages 1-9)
 - ██████████ IWS/LAN National Installation, no date (pages 1-3)
 - IWS/LAN Cable Installation, no date (1 page)
 - DCR LAN Rack Detail and General Notes, no date (pages 1-2)
 - Zephyr Fans, no date (pages 1-3)
 - ██████████, no date (1 page)
 - ██████████, dated 10/30/2007, (pages 1-3)
 - Rolling Shutters, no date (pages 1-4)
 - D. GSA Form 3517B (pages 1-33) entitled GENERAL CLAUSES (Rev. [11/05])
 - E. GSA Form 3518 (pages 1-7) entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [01/07])
 - F. GSA Form 1217 (1 page) entitled LESSOR'S ANNUAL COST STATEMENT
 - G. Site Plan (1 page) entitled EXHIBIT 1
 - H. Amendment #1 dated 1/5/2010 (1 page)
8. The following paragraphs 9 through 20 of this Standard Form 2 have been added to this lease prior to its execution.
9. In accordance with the SFO paragraph 3.2 entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$41.37 per ANSI/BOMA Office Area square foot (\$41.37 @ 7,111 USF = \$294,182.07) are calculated at 7.5% for 10 years (which equals \$41,903.92 per year added to the annual rent), at which point the TIs will have been fully paid and will be reduced from the rent.
10. In accordance with the SFO paragraph 4.2, entitled *Tax Adjustment*, and pursuant to GSA Form 1217 Lessor's Annual Cost Statement, Base Real Estate Taxes shall be formally established after the property and improvements are fully assessed. During the interim, taxes are included in the shell lease rate at \$6,045.40 per annum and the tax parcel number is 11S-3W-8AC-103.
11. In accordance with the SFO paragraph 4.2 (B) 9 the percentage of Government occupancy is established as 39.24% (7,111/18,124).
12. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$4.44/RSF (\$31,572.84/annum).

LESSOR

UNITED STATES OF AMERICA

BY

RSY

(Initial)

BY

SDM

(Initial)

13. In accordance with the SFO paragraph 4.1 (C) entitled *Common Area Factor*, the common area factor is established as 1.000 (7,111 RSF / 7,111 USF).
14. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.76/RSF for vacant space (rental reduction).
15. In accordance with the SFO paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.
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 2.4 B. of the SFO. The commission credit shall begin in month one (1) of the Lease. The monthly rent is \$13,411.84. The monthly shell rent is \$7,288.78. The commission credit is calculated as follows:

TOTAL RENT: Years 1-5: \$160,942.06 x 5 = \$ 804,710.30
 Years 6-10: \$167,484.18 x 5 = \$ 837,420.90
 TOTAL FIRM TERM: \$1,642,131.20

Total Commission: [REDACTED]
 GSA Credit: [REDACTED]
 Labonde Land, Inc. [REDACTED]

The monthly rent adjusted for the total GSA commission credit of \$25,370.93 is as follows:

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Mo. Shell Rent</u>	<u>Rent/ Commission Credit</u>	<u>Rent/ Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
Month 1	\$13,411.84	\$7,288.78	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$13,411.84	\$7,288.78	[REDACTED]	[REDACTED]	[REDACTED]
Month 3	\$13,411.84	\$7,288.78	[REDACTED]	[REDACTED]	[REDACTED]
Month 4	\$13,411.84	\$7,288.78	[REDACTED]	[REDACTED]	[REDACTED]
Month 5	\$13,411.84	\$7,288.78	[REDACTED]	[REDACTED]	[REDACTED]

The Lessor agrees that the commission of [REDACTED] is due and payable to LaBonde Land, Inc. (Studley, Inc./NBC) pursuant to that certain Broker Commission Agreement dated October, 26, 2009.

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. The Government reserves the right to adjust the final square footage after receipt and approval of CAD drawings and final site acceptance of the premises. Any adjustments, including those for agreed upon square footage and annual rent shall be documented by Supplemental Lease Agreement.
19. 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".
20. 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.

LESSOR

UNITED STATES OF AMERICA

BY

[Signature]

(Initial)

BY

[Signature]

(Initial)