

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 6

TO LEASE NO. GS-10B-07217

Bldg #OR6739

ADDRESS OF PREMISES

1229 SE 3RD STREET, PENDLETON, OREGON 97801-4143

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

whose address is



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 accept the space, establish Beneficial Occupancy and establish the term of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the date of the Government signature of this Amendment as follows. In addition, use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

I. Part II, Section B. Term, Paragraph 3 is deleted in its entirety and replaced with the following:

3. TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of twenty (20) years, fifteen (15) firm, beginning November 1, 2012 and ending October 31, 2032. The Government may terminate this lease in whole or in part at any time on or after the last day of the fifteenth (15<sup>th</sup>) lease year 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.

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IN WITNESS WHEREOF, the parties subscribed their names as of the

FOR THE LESSOR

Signature:

Name: RICHARD COULTER

Title: OWNER

Entity Name: RICHARD COULTER

Date: 11-6-12

FOR THE GOVERNMENT

Signature:

Name:

Title:

GSA, P

Date: NOV 14 2012

WITNESSES

Signature:

Name: GAMILLA COULTER

Title: OWNER

Date: 11-6-12

II. RIDER TO GSA FORM 3626 Paragraph(s) 4 & 6 are deleted and replaced in their entirety by the following:

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%. Tenant improvement rental adjustments shall be made in accordance with Attachment Supplemental Lease Requirements Paragraph 5.

LEASE TERM	SHELL RENT	OPERATING BASE	AMORTIZATION OF TI'S	BUILDING SPECIFIC SECURITY	TOTAL ANNUAL RENT	TOTAL SHELL RENT (RSF)
YEARS 1-5	\$76,465.68	\$27,985.86	\$16,556.52	\$0.00	\$121,008.06	\$18.96
YEARS 6-10	\$89,451.94	\$27,985.86	\$16,556.52	\$0.00	\$133,994.32	\$22.18
YEARS 11-15	\$101,994.57	\$27,985.86	\$16,556.52	\$0.00	\$146,536.95	\$25.29
YEARS 16-20	\$117,279.64	\$27,985.86	\$0.00	\$0.00	\$145,265.55	\$29.08

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 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 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 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 \$10,084.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$10,084.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$10,084.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

III. ATTACHMENT 1 TO RIDER TO GSA FORM 3626, MINIMUM LEASE SECURITY STANDARDS, Paragraph 1.4 (K) IS DELETED IN ITS ENTIRETY.

*All other terms and conditions of the Lease shall remain in force and effect*