

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 10	TO LEASE NO. GS-10B-07076	BLDG NO. OR6725	DATE NOV 30 2011	PAGE 1 of 3
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ADDRESS OF PREMISES

1455 Northwest Overton, Portland, OR 97209-2572

THIS AGREEMENT, made and entered into this date by and between OVERTON PEARL, LLC

whose address is 1626 NW 15TH AVE.
PORTLAND, OR 97209-2572

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 beneficial occupancy.

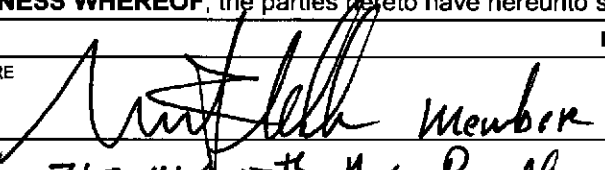
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 4, 2011 as follows:

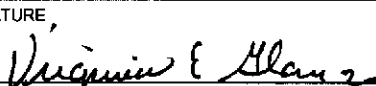
Paragraphs 2, 3a, 4 and 25 are hereby deleted in their entirety and replaced below, paragraph 3b is restated.

Paragraph 2: TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on November 4, 2011 through November 3, 2026, subject to termination rights as may be hereinafter set forth.

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Mark R. Madden
ADDRESS 710 NW 17 th Av Portland OR 97209	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Virginia E. Glanz
ADDRESS [REDACTED]	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER LINDSEY D. SNOW
	OFFICIAL TITLE CONTRACTING OFFICER

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GSA FORM 276 (REV. 8/2006)

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11-28-11

Paragraph 3a: RENTAL RATE: The Government shall pay the Lessor annual rent per the table below, per month in arrears. Rent for a lessor period shall be prorated.

	Annual Rent 11.4.2011- 11.3.2016	Monthly Rent 11.4.2011- 11.3.2016	Annual Rent 11.4.2016- 11.3.2021	Monthly Rent 11.4.2016- 11.3.2021	Annual Rent 11.4.2021- 11.3.2026	Monthly Rent 11.4.2021- 11.3.2026
Shell Rental Rate	\$1,145,490.00	\$95,457.50	\$1,370,082.40	\$114,173.53	\$1,573,139.60	\$131,094.97
TI Rental Rate	\$169,906.18	\$14,158.85	\$169,906.18	\$14,158.85	\$169,906.18	\$14,158.85
Building Specific Security	\$20,596.90	\$1,716.41	\$20,596.90	\$1,716.41	\$0.00	\$0.00
Operating Cost Rate	\$161,132.26	\$13,427.69	\$161,132.26	\$13,427.69	\$161,132.26	\$13,427.69
Full Service Rent	\$1,497,125.34	\$124,760.45	\$1,721,717.74	\$143,476.48	\$1,904,178.04	\$158,681.50

Rent checks shall be payable to:

Overton Pearl, LLC
1626 NW 15th Ave.
Portland, OR 97209-2572

Paragraph 3b:

The Lessor has agreed to abate the shell rent for months 1 and 2 of the first (1st) lease year. Furthermore, the Lessor has agreed to provide a rent credit in the amount of \$100,000.00. Per Paragraph 18 of Standard Form 2, the Lessor has agreed to prepare design intent drawings for the Government's approval, the cost for which shall not exceed \$9,228.00 and shall be subtracted from the aforementioned rent credit. The remaining credit, in the amount of \$90,772.00 shall be assessed in month 3 of the first (1st) lease year.

Notwithstanding Paragraph 3a, the gross rental payments due and owed under this lease shall be reduced to fully recapture this rent abatement and credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$124,760.45 minus abated shell rent of \$95,457.50 equals \$29,302.95 adjusted First Month's Rent.

Second Month's Rental Payment \$124,760.45 minus abated shell rent of \$95,457.50 equals \$29,302.95 adjusted Second Month's Rent.

Third Month's Rental Payment \$124,760.45 minus abated shell rent of \$90,772.00 equals \$33,988.45 adjusted Third Month's Rent.

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Paragraph 4: Termination Rights: The Government may terminate this lease at any time after November 3, 2021 by giving at least ninety (90) days' prior 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.

Paragraph 25: Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of years 1-5, and [REDACTED] of the firm term value of years 6-10 of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraphs 3a and 3b, the shell rental payments due and owed under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the fourth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Fourth Month's Rental Payment \$124,760.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$124,760.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

Sixth Month's Rental Payment \$124,760.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.

All other terms and conditions of the Lease remain in full force and effect.

19-28-11