

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. LOR07088	DATE MAR 5 2010	PAGE 1 of 2
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ADDRESS OF PREMISES
Park Place Building, 859 Willamette Street, Suite 200, Eugene, Oregon

THIS AGREEMENT, made and entered into this date by and between Lane Council of Governments

whose address is Park Place Building
859 WILLAMETTE STREET, SUITE 500
EUGENE, OREGON 97401

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 issue a notice to proceed and provide for lump sum payment of Tenant Improvements which exceed the tenant improvement allowance; increase the construction schedule to sixty (60) working days; and correct who the contract is between in paragraph 22.

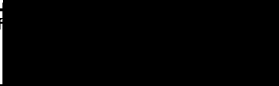
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 3, 2010, as follows:

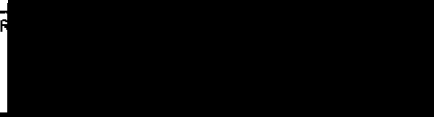
- I. In separate correspondence dated February 19, 2010, the Government issued a limited Notice to Proceed for the tenant improvement allowance stated in the lease and amortized into the rental rate in the amount of \$219,963.00. The total costs for tenant improvements are not to exceed \$395,215.44, inclusive of all costs including management, labor, materials, permit, architectural, and all related costs to complete the build-out. The Government hereby orders the balance of \$175,252.44.
- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$175,252.44, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:
General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

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

LESSOR	
SIGNATURE 	NAME OF SIGNER GEORGE KROEPPPEL
ADDRESS 859 Willamette St. Suite 500 Eugene, OR 97401	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Robert J Swank
ADDRESS 859 Willamette St. Suite 500 Eugene, OR 97401	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER STEPHEN D. MONKEWICZ OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: READ
c/o Hilda Gonzalez
400 15th Street SW
Auburn, WA 98001

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # 0016662

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

III. The Government-approved construction drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit "A" pages 1-21.

IV. The Lessor hereby waives restoration as a result of all improvements.

Paragraph 11 and 22 of the SF-2 dated September 30, 2009 are hereby deleted in its entirety and replaced as follows:

11. The Lessor shall have sixty (60) working days from the receipt of the Government Issuance of Notice to Proceed for Construction of Tenant Improvements to complete the build-out of the entire space. All items specified in the Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.

22. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and Lane Council of Governments. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.

All other terms and conditions remain in full force and effect.

INITIALS: AL LESSOR SP GOVT