

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. LOR07088	DATE JUL -7 2010	PAGE 1 of 2
ADDRESS OF PREMISES Park Place Building, 859 Willamette Street, Suite 800, 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 97401-2911

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 establish beneficial occupancy; adjust the annual rent to account for completion and acceptance of the tenant improvements; reconcile the final costs for tenant improvements; and identify the reserved parking spaces.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 2010 as follows:

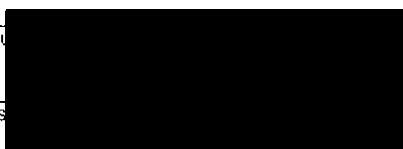

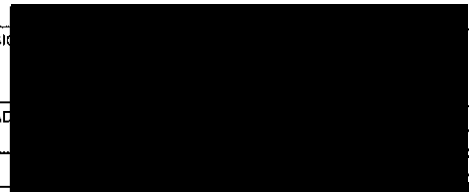
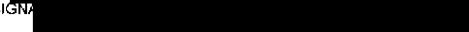
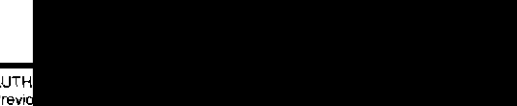
For SF2 dated 9/30/09, paragraphs 2, 3, 6A., and 12 are deleted in their entirety and replaced with:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2010 through May 31, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor \$12,394.92 per month in years 1-5, for a total of \$148,738.93 for years 1-5; \$9,239.43 per month in years 6-10, for a total of \$110,873.10 for years 6-10. Annual rent was adjusted accordingly based on reducing the amortized tenant improvement allowance. Rent for a lesser period shall be prorated.

	Annual Rent (yrs 1-5)	Monthly Rent (yrs 1-5)	Annual Rent (yrs 6-10)	Monthly Rent (yrs 6-10)
Shell Rental Rate	85,336.02	\$7,111.34	\$91,341.00	\$7,611.75
TI Rental rate	\$43,870.81	\$3,655.90	\$---	\$---
Base Operating Cost	\$19,532.10	\$1,627.68	\$19,532.10	\$1,627.68
Full Service Rent per RSF	\$148,738.93	\$12,394.92	\$110,873.10	\$9,239.43

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Robert J Swank
ADDRESS 	Street, Suite 500 Eugene, OR 97401
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER ERIC JUNGJOHANNI
ADDRESS 	y, Suite 800 Eugene, OR 97401
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Wayne Richardson
AUTHORITY Previous	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Rent checks shall be payable to the below updated address and is effective immediately:
Lane Council of Governments
859 Willamette Street, Suite 500
Eugene, OR 97401

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. The 4 surface parking space (s) described in Paragraph 1 are provided by Exhibit "A" and are numbered as follows: Parking spaces 81-84 are designated and reserved for the Government.

12. In accordance with SFO paragraph 3.3 entitled "Tenant Improvement Rental Adjustment," Tenant improvements in the total amount of \$186,848.28 shall be amortized through the rent for 5 years at the rate of 6.5%. The total annual cost of Tenant Improvements for the amortization period shall be \$43,870.81.

A. The Tenant Improvements have been completed and accepted as of June 1, 2010. Conditions and acceptance are memorialized via the attachment Exhibit "B" which identifies specific punch list items which are to be completed within 60 days.

B. The total tenant improvement cost approved in the Notice to Proceed SLA #1 was \$395,215.44. The difference to be paid to the Lessor in a lump sum payment is \$208,367.16 with the balance of \$186,848.28 to be amortized in the rental rate. The gross rental rate and Tenant improvement allowance have been reconciled per SFO paragraph 3.3 entitled "Tenant Improvement Rental Adjustment."

Payment shall be made within 30 days after receipt of an invoice. The original invoice must be submitted electronically to (www.finance.gsa.gov) or 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

A copy of the invoice must be provided to GSA's Real Estate Acquisition at the following address:

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

A proper invoice must include the following information:

- 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.

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