

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-10B-07106	DATE JAN 26 2011	PAGE 1 of 2
ADDRESS OF PREMISES 530 Center Street, Salem, OR 97301 - 3761		BUILDING NO.: OR6359	

THIS AGREEMENT, made and entered into this date by and between **EQUITABLE CENTER, LLC**

Whose address is 530 CENTER ST NE, STE 110
SALEM, OREGON 97301 - 3761

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; establish the Actual Total Tenant Improvement Cost; and adjust the commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective December 22, 2010, to establish Beneficial Occupancy. Therefore, paragraphs 2, 3, 8 and 15 of the Lease are hereby deleted in their entirety and replaced below.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 22, 2010 and continuing through December 21, 2020, subject to termination and renewal rights as may be hereinafter set forth.
- The Government shall pay the Lessor Annual Rent of \$73,158.40 at the rate of \$6,096.53 per month in arrears for years 1 - 5 and \$68,487.68 at the rate of \$5,707.31 per month in arrears for years 6 - 10. The rent includes parking at a rate of \$60.00 per month/per space for eight (8) spaces, or an annual amount of \$5,760.00 for the initial term of ten (10) years, option years 11 - 15 and option years 16 - 20.

Monthly Rent Period ¹	Shell Rent	Operating Rent ²	Amortized TIs ²	Annual Parking	Annual Rent	Rent
12/22/10-12/21/15	\$43,516.54	\$16,042.52	\$7,839.34	\$5,760.00	\$73,158.40	\$8,096.53
12/22/15-12/21/20	\$46,685.16	\$16,042.52	\$00.00	\$5,760.00	\$68,487.68	\$5,707.31

¹ Base Operating Rent subject to adjustments in accordance with the SFO paragraph 4.3.
² Amortized TIs for years 1-5 subject to SFO paragraph 3.3.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

EQUITABLE CENTER, LLC
530 CENTER ST NE, STE 110
SALEM, OREGON 97301 - 3761

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

SIGNATURE	NAME OF SIGNER ORVILLE Cohen
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ADDRESS

SIGNATURE	NAME OF SIGNER Mike Cohen
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ADDRESS

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

8. In accordance with SFO paragraph 3.2 entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$33,791.20 (2,911 USF x \$11.61) shall be amortized through the rent for five (5) years at the rate of 6.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$7,839.34.

15. 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 Paragraph 2.4 B. of the SFO. The monthly rent is \$6,096.53. The monthly shell rent is \$3,626.38. The commission credit is [REDACTED] and is calculated as follows:

Commission: [REDACTED] (b)(6)
GSA Commission Credit: [REDACTED] (b)(6)
Studley/LaBonde Land, Inc. Commission: [REDACTED] (b)(6)

The monthly rent payments adjusted for the commission credit are as follows:

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Mo. Shell Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
12/22/10 - 01/21/11	\$6,096.53	\$3,626.38	[REDACTED] (b)(6)	[REDACTED] (b)(6)	[REDACTED]
01/22/11 - 02/21/11	\$6,096.53	\$3,626.38	[REDACTED] (b)(6)	[REDACTED] (b)(6)	[REDACTED]
02/22/11 - 03/21/11	\$6,096.53	\$3,626.38	[REDACTED] (b)(6)	[REDACTED] (b)(6)	[REDACTED]

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

LESSOR UNITED STATES OF AMERICA
BY (Signature) 1-17-11 BY (Signature)
(Initial) (Initial)