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

whose address is 530 CENTER ST NE STE 110 SALEM, OR 97301 - 3761

Previous edition is not usable

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 and amend rent periods accordingly. Therefore, paragraphs 2, 3, 4, 5 and 15 of the Lease are hereby deleted in their entirety and replaced as follows:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 12, 2011, as follows:

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 12, 2011 and continuing through April 11, 2021, subject to termination and renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor Annual Rent per the table below, per month in arrears. The rent includes parking at a rate of \$60.00 per month/per space for three (3) spaces.

		Operating Property of the Control of	<u>Amortized</u>	<u>Annual</u>		<u>Monthly</u>
Rent Period	Shell Rent	Rent <sup>1</sup>	Amortized TIs <sup>2</sup>	Parking Parking	Annual Rent	Rent
04/12/11-04/11/16	\$29,898.00	\$11,022.00	\$ <del>16,922.9</del> 1	\$2,160.00	\$60,002.91	\$5,000.24
04/12/16-04/11/21	\$32,076.00	\$11,022.00	\$00.00	\$2,160.00	\$45,258.00	\$3,771.50

Base Operating Rent subject to adjustments in accordance with the SFO paragraph 4.3.

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

N WITNE	ereunto subscribed their names as of the date first above written.
3 110	LESSOR
GNATURE	NAME OF SIGNER  (7) AV11.1 & Mh86
DORESS 530 Center Street NE, Salem, OR 97301	
	IN PRESENCE OF
GNAT	NAME OF SIGNER  M:1 - (0)
DDRESS	
	UNITED STATES OF AMERICA'
IGNATURE	NAME OF SIGNER LINDSEY I'S SNOW
	OFFICER OFFICER
UTHORIZED FOR LOCAL REPRODUCTION	GSA FORM 276 (REV

<sup>&</sup>lt;sup>2</sup> Amortized TIs for years 1-5 in accordance with the SFO paragraph 3.2.

- 4. The Government may terminate this lease in whole or in part at any time on or after April 12, 2016 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- 5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Rent Period	Shell Rent	Operating rent*	Annual Parking	Annual Rent*	Monthly Payment*
04/12/21-04/11/26	\$ 36,476.00	\$11,022.00	\$2,160.00	\$49,658.00	\$ 4,138.17
04/12/26-04/11/31	\$ 40,876.00	\$11,022.00	\$2,160.00	\$54,058.00	\$ 4,504 <u>.83</u>

<sup>\*</sup>Operating Rent subject to required adjustments in accordance with the SFO paragraph 4.3.

Provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing on the day after the date of mailing.

and is calculated as follows:

Commission:

**GSA Commission Credit:** 

Studley/LaBonde Land, Inc Commission



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

	Scheduled	Scheduled Mo.	Commission Programme Commission C	<u>Commission</u>	Adjusted Monthly
Rent Period	Monthly Rent	Shell Rent	Credit	Credit Remaining	Rent Payment
04/12/11 - 05/11/11	\$5,000,24				
05/12/11 - 06/11/11	\$5,000.24			MPT(b)(6)	
06/12/11 - 07/11/11	\$5,000.24		ИРТ(b)(6)	MPT(b)(6)	

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