

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 02 TO LEASE NO. GS-10B-07116 DATE JUN 2 2011 PAGE 1 of 2
BLDG. NO. OR6727

ADDRESS OF PREMISES
17925 SE Division Street, Portland, OR 97236

THIS AGREEMENT, made and entered into this date by and between CURTIS INVESTMENTS LLC

whose address is 5010 OLD GREENWOOD STREET
FORT SMITH, AR 72903-6941

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, to amend rent periods accordingly and to order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 16, 2011 as follows:

- 1. Paragraphs 2, 3, and 4 of the Lease are hereby deleted in their entirety and replaced below.
- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 16, 2011 and continuing through May 15, 2026, subject to termination rights hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent of \$487,014.62 per the table below.

<u>Rent Period</u>	<u>Shell Rent</u>	<u>Operating Rent¹</u>	<u>Amortized TIs²</u>	<u>Annual Rent³</u>
05/16/11 – 05/15/21	\$354,812.15	\$56,334.74	\$75,867.73	\$487,014.62
05/16/21 – 05/15/26	\$430,679.88	\$56,334.74	\$-0-	\$487,014.62

¹Operating Rent base shall be adjusted per Paragraph 12 of the SF2.

²See Paragraph 9 of the SF-2.

³The annual rent owed for the first year of the lease will be adjusted per Paragraph 16 of the SF2.

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CURTIS INVESTMENTS, LLC
5010 OLD GREENWOOD STREET
FORT SMITH, AR 72903-6941


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

SIGNATURE  NAME OF SIGNER Chris Curtis

ADDRESS 5641 SMU Blvd., Suite 100, Dallas, TX 75206

IN PRESENCE OF

SIG  NAME OF SIGNER Rob Hopkins

ADDRESS 5641 SMU Blvd., Suite 100, Dallas, TX 75206

UNITED STATES OF AMERICA

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

4. The Government may terminate this lease in whole or in part at any time on or after May 16, 2021 by giving at least 120 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.

II. Paragraphs 21A., 21B. and 21C. are hereby added to the lease.

21A. In a separate document (SLA#1 dated March 25, 2011) the Government approved a total of \$351,242.94 in a lump sum payment to the Lessor for Tenant Improvements above the Tenant Improvement Allowance. Pursuant to attached Change Order Request No. 002 from the Lessor, dated April 29, 2011, in the amount of \$6,370.00 and the attached Change Order Request No. 003 from the Lessor, dated May 17, 2011, in the amount of \$816.00, GSA hereby orders additional TIs in the amount of \$7,186.00, for additional 1) motion devices, 2) door/security hardware and 3) CAT6 (patch) cables. This amount includes all costs for labor, material, fees, overhead, profit, and any other costs required to complete the work.

21B. The Government shall reimburse the Lessor in a lump sum payment in the total amount of \$358,428.94, upon receipt of an original invoice AND after completion, inspection, and acceptance of the space by the Contracting Officer.

Payment shall be made within 30 business days after receipt of an invoice.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Invoice Address:

General Services Administration
PBS Payment Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181

Courtesy Copy Address:

General Services Administration
Attn: C/O Lindsey Snow
400 15th Street SW 10PCS
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 # PS0019909

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

21C. The Government-approved change order estimate(s) which formed the basis for the additional tenant improvement costs are hereby incorporated into the lease as Exhibit B (2 pages).

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

INITIALS: CC LESSOR GN GOVT