

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-10B-07128	DATE 8/24/10	PAGE 1 of 2
ADDRESS OF PREMISES Portland, OR		BUILDING NO.: OR6728	

THIS AGREEMENT, made and entered into this date by and between TWO MAIN DEVELOPMENT LLC

whose address is 235 MONTGOMERY STREET
15TH FLOOR
SAN FRANCISCO, CA 94104

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 order tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 14, 2010, as follows:

I. In separate correspondences dated April 29 and June 28, 2010, the Government issued two (2) Notices to Proceed in the amount of \$2,809,247.00 and \$1,000,000.00 (\$3,809,247.00 total) to be applied to the Tenant Improvements [REDACTED]. Please credit the Government Broker Commission Credit in the amount of [REDACTED] to the Tenant Improvements for a revised total of \$4,334,741.92 to be paid lump sum to the lessor.

II. Proceed with the low voltage cabling in the amount of [REDACTED].

III. Submit an invoice for items identified as Reimbursable Work Authorization (RWA) Costs for the following: Added cooling in 7 IDF rooms – in the amount of \$100,362.00

IV. An updated reconciled cost summary will be provided the Government for review and approval before submission of any invoices for payment.

V. Upon completion, inspection, and acceptance of the space and Governments acceptance of revised cost summary. The Government shall reimburse Lessor for Item 1.

Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

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

Or online at: www.finance.gsa.gov

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

LESSOR		
SIGNATURE	[REDACTED]	NAME OF SIGNER Charles [REDACTED]
ADDRESS	[REDACTED]	
IN PRESENCE OF		
SIGNATURE	[REDACTED]	NAME OF SIGNER CAROLAN LEE
ADDRESS	[REDACTED]	
UNITED STATES OF AMERICA		
SIGNATURE	[REDACTED]	NAME OF SIGNER SUGAN Foster OFFICIAL TITLE OF SIGNER Contracting Officer

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Two Main Development
Continued - Supplemental Lease Agreement No. 3

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

General Services Administration
Attn: Susan Foster
PBS, 10 PR
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 # PS0017048 for SLA No. 3 must be included on each invoice

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

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

VII. The requirements in the lease for reporting in accordance with the American Recovery and Reinvestment Act (ARRA) of 2009 are applicable to SLA No. 3

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



Lessor



Gov't