## AMENDMENT TO THE LEASE AMENDMENT NO. TO LEASE NO. GS-10B-07137 Bldg.#OR6605 DATE AY 3 1 2012 PAGE ADDRESS OF PREMISES Jager Professional Building, 116 South Main Street, Pendleton, OR 97801-2257

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

whose address is 62065 BLACKHAWK TRAIL LA GRANDE, OR 97850-3509

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, start the amortization of tenant improvements, increase the operating expenses and adjust the commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 15, 2012, as follows:

- Paragraphs 2, 3, 10 and 17 are deleted and their entirety and replaced with the following:
  - 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 15, 2012 and continuing through May 14, 2027, subject to termination rights as are hereinafter set forth.
  - 3. Upon completion, inspection and acceptance of space, The Government shall pay the Lessor annual rent of as follows. All rents shall be paid monthly in arrears.

For months 1 through 3, monthly rent shall be reduced by the amount of commission credit agreed to in this lease and shall be paid based upon the adjusted schedule stated in paragraph 17 herein.

Full Service Rent	\$83,393,14		\$96,790,18	\$60,445.00
Parking (3 spaces)	\$900.00		\$900.00	\$900.00
Amortization of Security**	\$579.36		\$579.36	\$0.00
Amortization of TI*	\$19,045.24		\$19,045.24	\$0.00
Operating Cost	\$12,345.00		\$12,345.00	\$12,345.00
Shell Rent***	\$50,523.54		\$63,920.58	\$47,200.00
	5/14/2017		5/14/2022	5/14/2027
Annual	5/15/2012	-	5/15/2017 -	- 5/15/2022

<sup>\*</sup>See paragraph 8

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

		LESSOR Jag	ger Development, L	LC
SIGNATURE				hame of signer Gary L. Jawahn
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<sup>\*\*</sup>See paragraph 14

<sup>\*\*\*</sup>See paragraph 18

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

JAGER DEVELOPMENT 62065 BLACKHAWK TRAIL LA GRANDE, OR 97850-3509

- 10. In accordance with the SFO paragraph entitled Operating Costs Base, the escalation base is established as \$3.8149/RSF (\$12,345.00/annum). Operating cost will be adjusted in accordance with Paragraph 4.3 "OPERATING COST" of the SFO. See Exhibit A attached to this SLA 4 for documentation of the Operating Cost Base.
- 14. Upon beneficial occupancy, Security Costs in the total amount of \$3,894.39 shall be amortized into the rent over the 10 year firm term at a rate of 8.5%. The total annual cost of Security Costs for the amortization period shall be \$579.36.
- 17. The Lessor and the Broker have agreed to a cooperating lease commission of the firm term value of this lease. The total amount of the commission is the Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego for the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is the Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

  Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$6,949.43 minus one third of the Commission Credit adjusted First Month's Rent.

Second Month's Rental Payment of \$6,949.43 minus one third of the Commission Credit adjusted Second Month's Rent.

Third Month's Rental Payment of \$6,949.43 minus one third of the Commission Credit adjusted Third Month's Rent.

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

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