

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1	
	TO LEASE NO. GS-10B-07360	BLDG NO. OR6567
ADDRESS OF PREMISES PDX Corporate Ctr 14015 NE Airport Way Portland, OR 97230-3442	PDN Number: N/A	

THIS AGREEMENT, made and entered into this date by and between Prologis TLF (Portland), LLC

Whose address is 4 Embarcadero CTR 3300, San Francisco, CA 94111-4184

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective November 6, 2012, as follows:

Lease Amendment (LA) Number 1 has been prepared and issued to adjust the annual rent. In order to accomplish this, Paragraph 1.03 is deleted in its entirety and replaced below.

**1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)**

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	11/01/2012 – 10/31/2015		11/01/2015-10/31/2017	
	Annual Rent	Monthly Rent/RSF	Annual Rent	Monthly Rent/RSF
Shell Rent	\$111,637.59	\$ 9,303.13	\$111,637.59	\$ 9,303.13
Tenant Improvements rent <sup>1</sup>	TBD	TBD	\$ 0.00	\$ 0.00
Building Specific Security <sup>2</sup>	TBD	TBD	\$ 0.00	\$ 0.00
Total Annual Rent <sup>3</sup>	\$111,637.59	\$ 9,303.13	\$111,637.59	\$ 9,303.13

<sup>1</sup>The Tenant Improvements of TBD are amortized at a rate of 8 percent per annum over 3 years.

<sup>2</sup>Building Specific Security Costs of TBD are amortized at a rate of 8 percent per annum over 3 years.

<sup>3</sup>Rent is assessed only on 12,628 RSF. 240 RSF are provided at no cost.

Upon completion of tenant improvements (beneficial occupancy), a Lease Amendment will be issued to memorialize the total annual rent with the addition of tenant improvement and building specific security costs.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President  
Entity Name: Prologis TLF (Portland) LLC  
Date: 11/6/12

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Exec. Admin Assistant  
Date: 11/6/12