



SUPPLEMENTAL LEASE AGREEMENT
Number 3

Lease Number: LOR07127

Date:

September 5, 2010

First and Main, 100 SW Main Street, Portland, OR 97204

THIS AGREEMENT, made and entered into this date by and between TWO MAIN DEVELOPMENT LLC, a Delaware limited liability company

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 establish the occupancy date, adjust the square footage and update the commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 23, 2010 as follows:

Paragraphs 1, 2, 3, 4, 9, 10, 11 and 14 are hereby deleted in their entirety and the following is substituted therefore.

1. The Lessor hereby leases to the Government the following described premises:

OFFICE SPACE: A total of 30,783 rentable square feet (RSF) of office and related space, which yields 27,711 ANSI/BOMA Office Area square feet (USF) of space at First and Main, 100 SW Main Street, Portland, OR 97204 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 45 structured, secured parking spaces for exclusive use of Government employees.

STORAGE SPACE: A total of 593 RSF of storage space, which yields 593 USF at First and Main, 100 SW Main Street, Portland, OR 97204 to be used for such purposes as determined by the General Services Administration.

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

Lessor TWO MAIN DEVELOPMENT LLC, a Delaware limited liability company

By

[Redacted Signature]

Vice President

(Title)

[Redacted Address]

In F

(Signature)

(Address)

United States

Administration, Public Buildings Service.

Contracting Officer

(Official Title)

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2010 and continuing through August 31, 2025, subject to termination and renewal rights as may be hereinafter set forth.

3. OFFICE SPACE: The Government shall pay the Lessor annual rent of \$1,170,061.83 at the rate of \$97,505.15 per month in arrears for years 1 through 15.

STORAGE SPACE: The Government shall pay the Lessor annual rent of \$9,488.00 at the rate of \$790.67 per month in arrears for years 1 through 15. No additional operating expenses, operating expense increases or tax adjustments shall be incurred for this storage space.

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

TWO MAIN DEVELOPMENT LLC
235 MONTGOMERY STREET
SAN FRANCISCO, CA 94104

4. The Government may terminate this lease at any time on or after August 31, 2020 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.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 8.53% (30,783 RSF/360,926 RSF). This paragraph does not apply to storage space.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.86/RSF (\$211,171.38/annum). This paragraph does not apply to storage space.

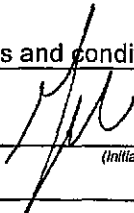
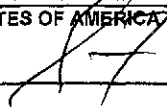
11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.1109 (30,783 RF/27,711 USF). This paragraph does not apply to storage space.

14. Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the value of the lease for the initial five year firm term (years 1-5) and [redacted] of the second five year firm term (years 6-10). The total amount of the commission is [redacted]. 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 [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. 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.

Per Supplemental Lease Agreement 2, the Commission Credit shall be used to off-set the Tenant Improvement Allowance.

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

LESSOR	UNITED STATES OF AMERICA
BY  (Initial)	BY  (Initial)