

SUPPLEMENTAL LEASE AGREEMENT
Number 1**Lease Number:** LOR07129**Date:** 05/21/2010

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 amend the above Lease to document expansion office space and include storage space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 9, 2010 as follows:

Paragraphs 1, 3, 7, 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 91,659 rentable square feet (RSF) of office and related space, which yields 83,075 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 30 reserved parking spaces for exclusive use of Government employees.

STORAGE SPACE: A total of 1,636 RSF of storage space, which yields 1,636 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.

3. **OFFICE SPACE:** The Government shall pay the Lessor annual rent of \$3,003,665.43 at the rate of \$250,305.45 per month in arrears for years 1 through 10. The rent commencement date shall be the date that space acceptance is made by the Government.

STORAGE SPACE: The Government shall pay the Lessor annual rent of \$26,176.00 at the rate of \$2,181.33 per month in arrears for years 1 through 10. No additional operating expenses, operating expense increases or tax adjustments shall be incurred for this storage space. The rent commencement date shall be the date that space acceptance is made by the Government.

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

7. The following are attached and made a part hereof:
- A. Solicitation for Offers 9OR2105 dated October 28, 2009, and Amendment 1, dated December 9, 2009, Amendment 2, dated December 22, 2009.
 - B. Agency Special Requirement (112 pages)
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [6/08])
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 25.0199% (91,659 RSF/366,345 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 (\$628,780.74/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 1.1033 (91,659 RSF/83,075 USF).

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.

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 \$250,305.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$250,305.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

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 above date.

Lessor, [Redacted] MENT LLC, a Delaware limited liability company

By _____

Vice President

(Title)

In Pre _____

(Signature)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

[Redacted]

Contracting Officer
(Official Title)