

SUPPLEMENTAL LEASE AGREEMENT
Number 5

Lease Number: LOR07129

Date:

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 August 16, 2010 as follows:

Paragraph 1, 3, 5, 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 91,688 rentable square feet (RSF) of office and related space, which yields 83,101 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 1,884 RSF of storage space, which yields 1,884 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, [Redacted] LLC, a Delaware limited liability company

By [Redacted]

Vice President

In Pres [Redacted]

[Redacted]

(Signature)

(Address)

United States Administration, Public Buildings Service.

[Redacted]

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, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. OFFICE SPACE: The Government shall pay the Lessor annual rent of \$3,004,615.76 at the rate of \$250,384.65 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 \$30,144.00 at the rate of \$2,606.67 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

5. In accordance with SFO 9OR2105, the Government is entitled to one five year priced renewal option. The agreed upon shell rental rate (including base real estate taxes) is \$32.31 per rentable square foot. The Government must provide notice by August 31, 2019 to exercise said renewal option.

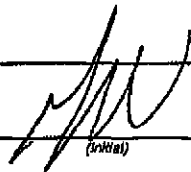
9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 25.40% (91,688 RSF/360,926 RSF). This paragraph does not apply to storage space.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.86/RSF (\$628,979.68/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 (91,688 RSF/83,101 USF). This paragraph does not apply to storage space.

LESSOR

BY


(initial)

UNITED STATES OF AMERICA

BY


(initial)

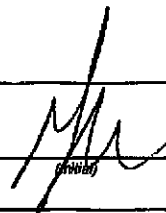
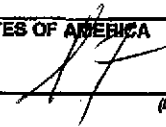
14. Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the value of the lease for the office space 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 4, the Commission Credit shall be used to off-set the Tenant Improvement Allowance.

The Government and the Lessor hereby recognize that there is no Supplemental Lease Agreement 3.

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

LESSOR BY: 	UNITED STATES OF AMERICA BY: 
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