

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 7	TO LEASE NO. GS-10B-07129	DATE 12/10/2010	PAGE 1 of 2
ADDRESS OF PREMISES Portland, OR		BUILDING NO.: OR6728	

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

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 order tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective December 14, 2010, as follows:

The purpose for this Supplemental Lease Agreement (SLA) No. 7 is to reconcile the final costs for the tenant improvements and RWA items for this lease provided for in PS Document #PS00177050.

September 2010 Lessor submitted a 90% invoice for costs associated with the tenant improvements for \$4,343,734.26 (\$4,330,062.05 TI costs + \$13,672.21 RWA items).

December 2010 Lessor submitted two (2) invoices for RWAS associated with this lease for RWA #N0874126 - \$263,713.59 and RWA #N0874236 - \$159,836.59.

The lessor has provided a reconciliation statement of actual costs for the Tenant Improvements in the amount of \$4,538,904.39.

Lessor has been overpaid in the amount of \$437,959.76 for TI costs (\$4,330,062.05 1st invoice Payment + [REDACTED] Broker credits + \$263,713.59 TI's billed on first invoice that should have been an RWA, which has now been invoiced = [REDACTED] minus [REDACTED] = \$437,959.76 refund to the government.

Instruction for submitting funds for this credit are as follows: 1) Make a check payable to General Services Administration In the credit amount noted above; 2) Mail the check to General Services Administration, 400 15th St. SW, Auburn, WA 98001-6599, ATTENTION: Elizabeth Jessee, (CFO).

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IN WITNESS [REDACTED] to have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE [REDACTED] NAME OF SIGNER *Gregg Meyer*

ADDRESS 2 [REDACTED] 16TH FLOOR, SAN FRANCISCO, CA 94104

IN PRES

SIGNATURE [REDACTED] NAME OF SIGNER *ANDREW J. LEE*

ADDRESS [REDACTED]

UNI

SIGNATURE [REDACTED] NAME OF SIGNER *Susan Foster*

OFFICIAL TITLE OF SIGNER *Contracting Officer*

AUTHORIZED [REDACTED] GSA FORM 276 (REV. 8/2006)

Lessor has completed all invoicing for Tenant Improvements for this lease. An additional invoice for uncompleted RWA items will be submitted at a later date.


Using numbers from SLA 4 - \$4,811,180.06 (funds available) minus \$4,330,062.05 payments made = \$481,118.01 minus \$263,713.59 (TI's charged to RWA) = \$217,404.42 + \$437,959.76 (refund from Lessor) = \$655,364.18.
The amount of \$655,364.18 (BA06) is no longer available for this project. RWA funds are still available for additional invoices.

Note: TI costs and broker credit amounts varied from SLA 4 with final reconciliation due to actual square footages for occupancy.

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

The requirements in the lease for reporting in accordance with the American Recovery and Reinvestment Act (ARRA) of 2009 are applicable to SLA No. 7

All other terms and conditions remain in full force and effect


Lessor


Gov't