GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT No. 3
TO LEASE NO. GS-10B-07273
PDN: PS0029658

ADDRESS OF PREMISES:
PIER ONE BUILDING
10 PIER ONE
ASTORIA, OR 97103-6311

THIS AMENDMENT is made and entered into between PORT OF ASTORIA
whose address is: 10 Pier 1, Suite 308
Astoria, OR 97103-6311

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 establish the lease term commencement date, final measurement of the space, reconciliation of rent, and adjust the Broker Commission and Commission Credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 2, 2014 as follows:

Paragraphs 1, 2, 3, 5, 6, 9, 11, 12, 13, 17 and 18 of the Standard Form 2 (SF-2) to Lease No. GS-10B-07273 are hereby deleted in their entirety and replaced as follows:

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

A total of 1,366 rentable square feet (RSF) of office and related space, which yields 1,310 ANSI/BOMA Office Area square feet (USF) of space at Pier One Building, 10 Pier One, Astoria, OR 97103-6311, together with four (4) onsite parking spaces. Three (3) of these spaces are to be reserved parking spaces, to be used for such purposes as determined by the General Services Administration, and one (1) secured oversized parking space as depicted in the attached Exhibit "A" (2 pages)

Continued on next page.

This Lease Amendment contains 5 pages including Exhibit "A".

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

FOR THE

Signature:
Name: EXECUTIVE DIRECTOR
Title: Date: 12-12-14

Entity Name: PORT OF ASTORIA

WITNESSED FOR THE LESSOR BY:

Signature:
Name: PM.
Title: Date: 12-12-2014
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the 5 year term beginning December 2, 2014 through December 1, 2019, subject to the termination rights and renewal options set forth in the lease.

3. The Government shall pay the Lessor annual rent per the following table.

<table>
<thead>
<tr>
<th>Rent Period</th>
<th>Shell Rent</th>
<th>Operating Rent</th>
<th>Amortized Tenant Improvements (Tl's)</th>
<th>Building Specific Security (BSS)</th>
<th>Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/2/2014 - 12/1/2019</td>
<td>$25,243.68</td>
<td>$4,562.44</td>
<td>$6,756.06</td>
<td>$1,336.43</td>
<td>$37,998.61</td>
</tr>
</tbody>
</table>

Operating Rent base shall be adjusted per Paragraph 12 of this Lease Amendment No. 3.

Rent shall be paid monthly, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

PORT OF ASTORIA
100 GATEWAY AVENUE, SUITE 100
ASTORIA, OR 97103-8944

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<table>
<thead>
<tr>
<th>Rent Period</th>
<th>Shell Rent</th>
<th>Operating Rent</th>
<th>Amortized Tenant Improvements (Tl's)</th>
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</tbody>
</table>

Operating Rent base shall be adjusted per Paragraph 12 of this Lease Amendment No. 3.

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Of the four (4) parking spaces described in Paragraph 1 of this Lease Amendment, three (3) reserved parking spaces are valued at $20.00 per space per month, and one (1) secured parking space is valued at $00.00 per space per month.

B. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8OR2066 dated February 24, 2011, as amended.

C. Build out in accordance with standards set forth in SFO 8OR2066 dated February 24, 2011, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.

D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
9. This paragraph has been intentionally omitted. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of $53,080.88 shall be amortized through the rent for ten (10) years at the rate of 5.00%. The total annual cost of Tenant Improvements for the amortization period shall be $6,756.06.

11. In accordance with the SFO paragraph 4.2 (B) 9 entitled Percentage of Occupancy, the percentage of Government occupancy is established as 8.68% (1,366 / 15,740).

12. In accordance with the SFO paragraph 4.3 entitled Operating Costs, the escalation base is established as $3.34/RSF ($4,562.44 / annum).

13. In accordance with the SFO paragraph 4.1 (C) entitled Common Area Factor, the common area factor is established as 1.042748092 (1,366 RSF / 1,310 USF).

17. Security costs in the total amount of $10,500.00 shall be amortized through the rent for ten (10) years at the rate of 5.00%. The total annual cost of Building Specific Security for the amortization period shall be $1,336.43.

18. Adjusted monthly rent payments (application of commission credit):

   "A. Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is $_________ and will be payable to Jones Lang LaSalle Americas, Inc. according to the commission agreement signed between the two parties. No Commission Credit shall be applied.

   All other terms and conditions remain in full force and effect.

   INITIALS:  
   LESSOR &  
   GOVT