

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 FEB 12 2013
	TO LEASE NO. GS-10B-07360 BLDG NO. OR6567
ADDRESS OF PREMISES PDX Corporate Ctr 14015 NE Airport Way Portland, OR 97230-3442	PDN Number: PS0025709

THIS AGREEMENT, made and entered into this date by and between Prologis TLF (Portland), LLC

Whose address is 4 Embarcadero CTR 3300, San Francisco, CA 94111-4184

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective February 1, 2013, as follows:

Lease Amendment (LA) Number 2 has been prepared and issued to provide notice to proceed with Tenant Improvements (TIs). In order to accomplish this, Paragraph 7.01 is hereby added to the Lease.

7.01 Notice to proceed for TI costs over the Tenant Improvement Allowance and Lump Sum Payment

The Government has reviewed the Lessor's TI cost proposal and determined that the proposal is fair and reasonable. This Lease Amendment serves as the Lessor's Notice to Proceed for the TI work in the amount of \$101,541.92 for total project cost. This amount is separated into amortized TIs of \$81,446.77 and lump sum items totaling \$20,095.15. Said amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work. Upon completion of the work by the Lessor and acceptance thereof by the Government, the Government shall issue a Lease Amendment to incorporate the amortized costs for TIs (amortized at 8% over 3 years), resulting in the addition of annual payments of \$30,626.95 to the Lease.

Upon completion of tenant improvements (beneficial occupancy), a Lease Amendment will be issued to memorialize the total annual rent with the addition of tenant improvements and building specific security costs.


This Lease Amendment contains 2 pages.

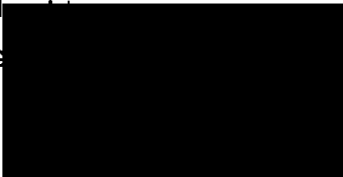
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date:

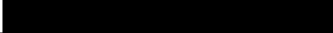
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Matthew Jeffry
Title: Vice President
Entity Name: Prologis TLF (Portland), LLC
Date: 2-11-13

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: FEB 12 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Karen Knuth
Title: Exec. Assistant
Date: 2-11-13

Lump Sum Payment: The portion of project cost being funded via lump sum is \$ 20,095.15 in accordance with Exhibit A "Revised Project Cost." Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the total cost listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: **GS-10B-07360**
- Building address: **14015 NE Airport Way, Portland, OR 97230-3442**
- Payment reference numbers: **PS0025709**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor must submit invoice documents electronically at www.finance.gsa.gov and inform the Lease Contract Specialist of the submittal at aaron.heier@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents
GSA Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102

Copies
GSA Regional Office
Aaron Heier
400 15th St SW
Auburn, WA 98001

INITIALS: mas
LESSOR

&

[Signature]
GOVT