

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-10B-07166**

ADDRESS OF PREMISES

Bank of America Financial Center – 805 Broadway, Vancouver, WA 98660-3301

THIS AGREEMENT, made and entered into this date by and between RS HOLDINGS LLC

whose address is 610 SW ALDER STREET, SUITE 1221  
PORTLAND, OR 97205-3613

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 date of beneficial occupancy of the Government leased space and to begin payment of rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 24, 2012, as follows:

To accomplish this, paragraphs 2, 3, 8, 10, and 18 of the lease are hereby deleted in their entirety and replaced below:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 24, 2012 through August 23, 2022, subject to renewal rights as are hereinafter set forth.
3. The Government shall pay the Lessor annual rent per the table below:

Rent Period	Shell Rent <sup>1</sup>	Operating <sup>2</sup>	Amortized TI's <sup>3</sup>	Annual Rent <sup>5</sup>	Monthly Rent <sup>4</sup>
8/24/2012 – 2/23/2013	\$0.00	\$67,736.43	\$72,808.42	\$140,544.85	\$11,712.07
2/24/2013 – 8/23/2022	\$233,787.50	\$67,736.43	\$72,808.42	\$374,332.35	\$31,194.36

<sup>1</sup> The Shell Rent amount includes the base year tax amount as shown in Paragraph 11 of the SF2.

<sup>2</sup> Operating Rent base shall be adjusted per Paragraph 13 of the SF2.

<sup>3</sup> See Paragraph 8 of the SF2.

<sup>4</sup> The annual rent owed for the first year of the lease will be adjusted per Paragraph 17 and Paragraph 18 of the SF2.

<sup>5</sup> Shell rent shall be adjusted per Paragraph 17 of this SF2.

<sup>6</sup> Shell rent shall be adjusted per Paragraph 18 of this SF2.

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

FOR THE GOVERNMENT:

**LINDSEY D. SNOW**  
**CONTRACTING OFFICER**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: \_\_\_\_\_ SEP 12 2012

Entity Name: RS Holdings, LLC  
Date: 9/10/2012

WITNES

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Administrator  
Date: 9/10/2012

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

RS HOLDINGS LLC  
610 SW ALDER STREET, SUITE 1221  
PORTLAND, OR 97205-3613

8. In accordance with the SFO paragraph 3.2 entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the amount of \$522,560.33 shall be amortized through the rent for 10 years at the rate of 7%, at which point the TIs will have been fully paid and will be reduced from the rent. The annual Tenant Improvement amount is \$72,808.42.
10. Intentionally deleted.
18. Adjusted monthly rent payments (application of commission credit):  
The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the month shell rental per Section 2.3 of the SFO. The commission credit shall begin in month seven (7) of the Lease. *The monthly rent is \$31,194.36. The monthly shell rent is \$19,482.29. The commission credit is calculated as follows:*

TOTAL RENT:

Total Commission:  
GSA Credit:  
Jones Lang LaSalle

The monthly rent adjusted for the total GSA commission credit of \$61,649.31 is as follows:

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Mo. Shell Rent</u>	<u>Rent/Commission Credit</u>	<u>Rent/Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
2/24/2013-3/23/2013	\$31,194.36	\$19,482.29			
3/24/2013-4/23/2013	\$31,194.36	\$19,482.29			
4/24/2013-5/23/2013	\$31,194.36	\$19,482.29			
5/24/2013-6/23/2013	\$31,194.36	\$19,482.29			

The Lessor agrees that the commission of [REDACTED] is due and payable to Jones Lang LaSalle pursuant to that certain Broker Commission Agreement dated January 27, 2011.

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

INITIALS: RS LESSOR RS GOVT