

## **SECOND AMENDMENT TO REAL PROPERTY LEASE**

**THIS SECOND AMENDMENT TO REAL PROPERTY LEASE**, dated February 28, 1997, is made on June, 1 2010 by and between **THE NEW LAKEWOOD GROUP**, hereinafter called "**Landlord**" and **ROBERT W. BRUTKE AND VICKIE J. BRUTKE AND PURPLE PARROT OF OREGON, LLC**, an Oregon Limited Liability Company, hereinafter called "**Tenant**".

### **RECITALS**

By Lease dated February 28, 1997 (the "**Lease**"), Landlord leases to Tenant certain premises containing approximately 2,000 square feet each (the "**Premises**") consisting of a portion of the building in the Lakewood Shopping Center in White City, Oregon, as more particularly described in the Lease.

By First Amendment dated December 1, 2004 (the "**First Amendment**") Tenant renews Lease terms for Premises consisting of approximately 2,000 square feet each (the "**Premises**") consisting of a portion of the building in the Lakewood Shopping Center in White City, Oregon through February 28, 2011, as more particularly described in the First Amendment.

### **AGREEMENTS**

In consideration of the mutual covenants and promises contained in this Agreement, Landlord and Tenant covenant and agree that the Lease is amended, supplemented and modified as follows:

1. In consideration of the Tenant's request for a rent reduction, Landlord and Tenant hereby agree that the rent for the Leased Premise shall be reduced by ten percent (10%).
  - a. Effective June 1, 2010 the monthly rent for Leased Premise shall be \$2,362.36 per month.
2. Base Rent shall increase two percent (2%) on an annual basis as follows:
  - June 1, 2011 – May 31, 2012 = \$2,409.61
  - June 1, 2012 – May 31, 2013 = \$2,457.80
  - June 1, 2013 – May 31, 2014 = \$2,506.96
  - June 1, 2014 – June 30, 2015 = \$2,557.10
3. Tenant shall continue to pay all NNN and utility charges as per the Lease terms.
4. Lease term shall be extended through June 30, 2015.
5. Tenant shall have one (1) renewal option that shall be based on Tenant's contract renewal with the Oregon Lottery and shall coincide with those contract dates. Tenant shall provide to Landlord written Notice of Intent at least ninety (90) days prior to Lease expiration.
6. Base Rent for any renewal term shall be negotiated.
7. Landlord grants Tenant authorization to install a Blockbuster vending machine in front of the Leased Premise. Installation shall be done in a professional, craftsmanship manner and shall not interfere with the quiet enjoyment of other property tenants.
  - a. Landlord reserves the right to revoke this authorization.
  - b. Any costs associated with vending machine, including the installation, shall be the sole responsibility of the Tenant.

IN WITNESS WHEREOF, the parties have executed this SECOND AMENDMENT as of the first day and year first set forth above. All terms and conditions of the Real Property Lease, dated February 28, 1997, shall remain in full force and effect.

**LANDLORD:**


**THE NEW LAKEWOOD GROUP**

By: 

Jayne Palodichuk, As Agent for Owner,  
The New Lakewood Group


**TENANT:**

**ROBERT W. BRUTKE and VICKIE J. BRUTKE  
PURPLE PARROT OF OREGON, LLC**

By:  6/11/10

Robert W. Brutke

Its: MANAGING MEMBER

By: 

Vickie J. Brutke

Its: MEMBER