

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
September 1, 2010

TO LEASE NO.
LWA07034

TO BLDG NO.
WA7405

ADDRESS OF PREMISES Evergreen Plaza Building, 711 S Capitol Way, Olympia, WA 98501-1237

THIS AGREEMENT, made and entered into this date by and between **EVERGREEN PLAZA ASSOCIATES, LLC**

Whose address is 11225 SE 6TH Street, Suite 220
Bellevue, WA 98004-6441

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 July 1, 2010, as follows:

The purpose of this Supplemental Lease Agreement (SLA) 1 is to establish beneficial occupancy by deleting paragraphs 2, 3, 4, 15, 22 of the lease and substituting, in lieu thereof, the following.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 through June 30, 2020, subject to termination and renewal rights as may be hereinafter set forth."

"4. The Government may terminate this lease, in whole or in part, at any time on or after June 30, 2015, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."

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

LESSOR **EVERGREEN PLAZA ASSOCIATES, LLC**

BY 
(Signature)

MANAGING MEMBER
(Title)

IN PRESENCE OF

11225 SE 6TH STREET #220
BELLEVUE, WA 98004
(Address)

UNI
BY 
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

"3. Government shall pay the Lessor annual rent of \$179,573.69 for years 1-5 and \$170,016.00 for years 6-10. The total cost for build out of Tenant Improvements (\$94,816.69) is amortized into the rental rate over the first five (5) years of this lease; per Paragraph 15 herein. Rent breakdown for the ten (10) year lease term is as follows:

For months 1 through 2, monthly rent shall be reduced by the amount of the commission credit agreed to in this lease, and shall be paid based upon the adjusted rent schedule stated in Paragraph 22 herein.

For months 3 through 60, rent shall be structured as follows:

| Rent Breakdown (Years 1 - 5) | Annual Rent | Monthly Rent |
|------------------------------|--------------|--------------|
| Shell Rent | \$123,245.50 | \$10,270.46 |
| Operating Cost | \$34,856.50 | \$2,904.70 |
| Amortization of TI | \$21,471.69 | \$1,789.31 |
| Full Service Rent | \$179,573.69 | \$14,964.47 |

For months 61 through 120, rent shall be structured as follows:

| Rent Breakdown (Years 6 - 10) | Annual Rent | Monthly Rent |
|-------------------------------|--------------|--------------|
| Shell Rent | \$135,159.50 | \$11,263.29 |
| Operating Cost | \$34,856.50 | \$2,904.70 |
| Amortization of TI | \$00.00 | \$00.00 |
| Full Service Rent | \$170,016.00 | \$14,168.00 |

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

EVERGREEN PLAZA ASSOCIATES, LLC
 11225 SE 6th Street, Suite 220
 Bellevue, WA 98004-6441"

"15. The rental rate in paragraph 3 of the lease per SLA1 includes the Tenant Improvement Cost in the amount of \$94,816.69 amortized over 60 months at an interest rate of 5%."

"22. Broker Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$14,964.47 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rent Payment \$14,964.47 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent"

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

INITIALS: LM & JA
 LESSOR GOVT