

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-10B-07156

ADDRESS OF PREMISES: 2nd and 11th Floor at Sea Tac Office Center Located at 18000 International Blvd.
SeaTac, WA 98188-4253

THIS AGREEMENT, made and entered into this date by and between **SEATAC VENTURE 2010, LLC.**

Whose address is 810 NW MARSHALL STREET
SUITE 300
PORTLAND, OR 97209

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 upon execution by the Government, as follows:

The purpose of this Supplemental Lease Agreement (SLA) 7 is to add Suite 1115 on the 11th floor as Block B with is 3,212 RSF/2,863 USF and to designate the existing space on the 2nd floor as Block A. Paragraphs 1, 3, 4, 8, 9, 10 and 11 are hereby deleted and replaced with the following:

1. The Lessor hereby leases to the Government the following described premises upon beneficial occupancy of the additional 3,212 RSF:

A total of 21,459 rentable square feet (RSF) of office and related space, which yields 20,407 ANSI/BOMA Office Area square feet (USF) of space consisting of Block A - 18,247 rentable square feet (RSF) of office and related space, which yields 17,544 ANSI/BOMA Office Area square feet (USF) of space on the 2nd floor and Block B - 3,212 rentable square feet (RSF) of office and related space, which yields 2,863 ANSI/BOMA Office Area square feet (USF) of space on the 11th Floor at Sea Tac Office Center, 18000 International Blvd, SeaTac, WA 98188-4253, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are eighty-seven (87) total comprised of 66 surface and 21 structured) parking spaces for exclusive use of Government employees and patrons. (surface parking is valued at \$35.00 per month and structured parking is valued at \$50.00 per month).

3. The Government upon beneficial occupancy of the addition of Block B - 3,212 RSF shall pay the Lessor annual rent according to the tables below in equal monthly payments in arrears.

Block A - 18,247 RSF				
Rent Period	Shell Rent*	Operating Rent**	Amortized Tis***	Annual Rent**
Ben Occup to 1/31/13	\$232,249.38	\$123,658.77	\$150,617.62	\$506,525.77
2/1/13-1/31/14	\$245,934.63	\$123,658.77 plus CPI	\$150,617.62	\$520,211.02
2/1/14-1/31/15	\$259,619.88	\$123,658.77 plus CPI	\$150,617.62	\$533,896.27
2/1/15-1/31/16	\$273,305.13	\$123,658.77 plus CPI	\$150,617.62	\$547,581.52
2/1/16-1/31/17	\$370,596.57	\$123,658.77 plus CPI	\$0.00	\$494,255.34
2/1/17-1/31/18	\$384,281.82	\$123,658.77 plus CPI	\$0.00	\$507,940.59
2/1/18-1/31/19	\$397,967.07	\$123,658.77 plus CPI	\$0.00	\$521,625.84
2/1/19-1/31/20	\$411,652.32	\$123,658.77 plus CPI	\$0.00	\$535,311.09
2/1/20-1/31/21	\$425,337.57	\$123,658.77 plus CPI	\$0.00	\$548,996.34

Paragraph 3 Continued on Page 2

IN _____ described their names as of the above date.

LE

BY

IN

UNITED STATES OF AMERICA

BY

Trond Ingvaldsen
Senior Vice President

(Title)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official Title)

Paragraph 3 continued

Block B - 3,212 RSF				
Rent Period	Shell Rent*	Operating Rent**	Amortized Tis***	Annual Rent**
Ben Occup to 1/31/13	\$40,882.61	\$21,767.52	\$36,623.49	\$99,273.62
2/1/13-1/31/14	\$43,291.61	\$21,767.52 plus CPI	\$36,623.49	\$101,682.62
2/1/14-1/31/15	\$45,700.61	\$21,767.52 plus CPI	\$36,623.49	\$104,091.62
2/1/15-1/31/16	\$48,109.61	\$21,767.52 plus CPI	\$36,623.49	\$106,500.62
2/1/16-1/31/17	\$65,235.72	\$21,767.52 plus CPI	\$0.00	\$87,003.24
2/1/17-1/31/18	\$67,644.72	\$21,767.52 plus CPI	\$0.00	\$89,412.24
2/1/18-1/31/19	\$70,053.72	\$21,767.52 plus CPI	\$0.00	\$91,821.24
2/1/19-1/31/20	\$72,462.72	\$21,767.52 plus CPI	\$0.00	\$94,230.24
2/1/20-1/31/21	\$74,871.72	\$21,767.52 plus CPI	\$0.00	\$96,639.24

Total - Block A and Block B - 21,459 RSF				
Rent Period	Shell Rent*	Operating Rent**	Amortized Tis***	Annual Rent**
Ben Occup to 1/31/13	\$273,131.99	\$145,426.29	\$187,241.11	\$605,799.39
2/1/13-1/31/14	\$289,226.24	\$145,426.29 plus CPI	\$187,241.11	\$621,893.64
2/1/14-1/31/15	\$305,320.49	\$145,426.29 plus CPI	\$187,241.11	\$637,987.89
2/1/15-1/31/16	\$321,414.74	\$145,426.29 plus CPI	\$187,241.11	\$654,082.14
2/1/16-1/31/17	\$435,832.29	\$145,426.29 plus CPI	\$0.00	\$581,258.58
2/1/17-1/31/18	\$451,926.54	\$145,426.29 plus CPI	\$0.00	\$597,352.83
2/1/18-1/31/19	\$468,020.79	\$145,426.29 plus CPI	\$0.00	\$613,447.08
2/1/19-1/31/20	\$484,115.04	\$145,426.29 plus CPI	\$0.00	\$629,541.33
2/1/20-1/31/21	\$500,209.29	\$145,426.29 plus CPI	\$0.00	\$645,635.58

*Shell rent amount includes the base tax as shown in paragraph 9

**Operating rent is subject to annual adjustments per paragraph 10

***Amortized TIs see paragraph 8

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

**Sea Tac Venture 2010 LLC
Dept LA 22925
Pasadena, CA 98115-2925**

Continued on page 3

INITIALS  & 
LESSOR & GOV'T

4. The Government may terminate Block A (only) in whole or in part at any time on or after January 31, 2016 by giving at least 180 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
8. The total improvement cost of the project for Block A was in the amount of \$815,605.13 plus the addition of 14 change orders totaling \$20,640.43 equals to a total project cost of \$836,245.56. The total project costs exceeds the tenant improvement allowance established in the lease agreement of \$753,088.13, leaving a balance of \$83,157.43. The amount of \$753,088.13 has been amortized into the rent for 5 years at 0% interest which result in an annual payment of \$150,617.62. Upon completion, inspection, and acceptance of space by the government, the Lessor was reimbursed in a lump sum payment in the amount of \$83,157.43.

The amount of improvement costs of the project for Block B that the lessor has agreed to amortized into the rent for an estimated 38 months at 0% interest is \$115,974.40 which results in an annual payment of \$36,623.49, based on anticipated beneficial occupancy date of December 1, 2012. Any additional costs required and approved by the Contracting Officer will be reimbursed to the Lessor in a lump sum payment, upon completion, inspection, and acceptance of the space by the government.

9. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government Occupancy is based on the percentage of Government occupancy of the Tax Parcel #3323049001 therefore is established at 4.0304% (21,459/532,430 RSF). The tax base is established at \$1.59/RSF/year.
10. In accordance with SFO paragraph entitled Operating Costs Base, the escalation base is established at \$6.57 per RSF (\$6.57 x 21,459 RSF = \$140,985.63 per annum).
11. In accordance with the SFO paragraph entitled common area factor, the common area factor for Block A is established as 1.04 (18,247 RSF/17,544 USF) and for Block B is established as 1.1219 (3,212 RSF/2,863 USF).

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

INITIALS AE & RPW
LESSOR GOVT