

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-10B-07160	DATE FEB 2 2012	PAGE 1 of 2
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ADDRESS OF PREMISES 400 E. Mill Plain Blvd. Suite 303 Vancouver, WA 98660-3244 BLDG NO. WA7995

THIS AGREEMENT, made and entered into this date by and between Lessor, **400 MILL PLAIN CENTER, LLC**

whose address is: 400 E. Mill Plain Blvd. Suite 500
Vancouver, WA 98660-3244

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

WHEREAS, the parties hereto desire to amend the above Lease contract as indicated below.

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:

Paragraphs 1, 2, 3, 4, 9, 12, 13, 14, 15, 18, and 19 of the lease is hereby deleted in its entirety and replaced as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 3,981 rentable square feet (RSF) of office and related space, which yields 3,420 ANSI/BOMA Office Area square feet (ABOA) of space on the third floor at 400 E. Mill Plain Blvd. Suite 303, Vancouver, WA 98660-3244 to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. Included in the rent at no additional charge to the Government are 13 reserved, on-site parking spaces for exclusive use by the Government, see Exhibit A.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of fifteen (15) years beginning on January 16, 2012 through January 15, 2027, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for the entire term, monthly in arrears, as follows:

Rent Period	Shell Rent ¹	Operating Rent ²	Amortized TIs ³	Amortized Building Specific Security ⁴	Annual Rent ⁵	Monthly Rent
1/16/2012 – 1/15/2017	\$67,955.41	\$9,434.97	\$19,319.86	\$2,383.93	\$99,094.17	\$8,257.85
1/16/2017 – 1/15/2022	\$82,884.16	\$9,434.97	\$19,319.86	\$2,383.93	\$114,022.92	\$9,501.91
1/16/2022 – 1/15/2027	\$92,558.25	\$9,434.97	\$0	\$0	\$101,993.22	\$8,499.44

¹ The shell rent amount includes the base year tax amount as shown in paragraph 12 of this SF2.
² Operating Rent shall be adjusted per paragraph 14 of this SF2.
³ See paragraph 9 of this SF2.
⁴ See paragraph 11 of this SF2.
⁵ The shell rent and annual rent owed for the first year of the lease will be adjusted per Paragraphs 18 and 19 of this SF2.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

	LESSOR
	NAME OF SIGNER Craig E. Angelo
400 E. MILL PLAIN BLVD SUITE 500 VANCOUVER, WA, 98660	

IN PRESENCE OF	
	NAME OF SIGNER Nicole Kreig
Blvd. St 500 VANCOUVER, WA 98660	

UNITED STATES OF AMERICA	
	NAME OF SIGNER Hilda Gonzalez
	OFFICIAL TITLE OF SIGNER Contracting Officer

The Government is entitled to two (2) months shell rent abatement that will be received in the first and second months of occupancy. Adjusted monthly rent payments for the first and second months of occupancy are listed in Paragraph 18.

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent check shall be mailed to:

**400 MILL PLAIN CENTER, LLC
400 E. Mill Plain Blvd. Suite 500
Vancouver, WA 98660-3244**

- 4. The Government may terminate this lease, in whole or in part, at any time on or after January 15, 2022, by giving the Lessor at least one hundred twenty (120) 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.
- 9. In accordance with the SFO paragraph 3.2 entitled *Tenant Improvements Included In Offer*, Tenant Improvements in the amount of \$151,791.88 shall be amortized through the rent for ten (10) years at the rate of 5%, at which point the TI's will have been fully paid and will be reduced from the rent. The total annual cost of Tenant Improvements during the amortization period shall be \$19,319.86.
- 12. In accordance with Paragraph 4.2 entitled *Tax Adjustment*, the tax base for the government occupied space is established at \$8,322.39 and the parcel numbers are 40000000 and 40005000.
- 13. In accordance with Paragraph 4.2 (B) 9 the percentage of Government occupancy is established as 7.061% (3,981RSF/56,383 RSF).
- 14. In accordance with the SFO paragraph 4.3 entitled operating costs, the escalation base is established as \$9,434.97/annum.
- 15. In accordance with the SFO paragraph 4.1 (C) entitled *Common Area Factor*, the common area factor is established as 1.1640 (3981 RSF/3420 ABOA).
- 18. Adjusted monthly rent payment (application of shell rent abatement):
The shell rent abatement shall be applied in the first and second months of the lease term. The monthly rent adjusted for the shell rent abatement is as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Monthly Shell Rent	Shell Rent Abatement	Adjusted Monthly Rent
Month 1	\$8,257.85	\$5,662.95	\$5,662.95	\$2,594.90
Month 2	\$8,257.85	\$5,662.95	\$5,662.95	\$2,594.90



- 19. 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 monthly shell rental per section 2.5 B. of the SFO. The commission credit shall begin in month three (3) of the lease. The monthly rent is \$8,257.85. The monthly shell rent is \$5,662.95. The commission credit is calculated as follows:

TOTAL RENT: Years 1-5: \$99,094.17 x 5 = \$495,470.85
 Less shell rent abatement (\$11,325.90)
 \$484,144.95
 Years 6-10: \$114,022.92 x 5 = \$570,114.60
 TOTAL FIRM TERM: \$1,054,259.55

Total Commission: [Redacted]
 GSA Credit: [Redacted]
 Jones Lang LaSalle: [Redacted] x [Redacted] = [Redacted]

Rent Period	Scheduled Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent
Month 3	\$8,257.85	\$5,662.95	[Redacted]	[Redacted]	[Redacted]
Month 4	\$8,257.85	\$5,662.95	[Redacted]	[Redacted]	[Redacted]
Month 5	\$8,257.85	\$5,662.95	[Redacted]	[Redacted]	[Redacted]
Month 6	\$8,257.85	\$5,662.95			\$8,257.85

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

INITIALS:  LESSOR
 GOVT