

AMENDMENT TO THE LEASE

AMENDMENT NO. 3	TO LEASE NO. GS-10B-07218 Bldg. #WA7561	DATE 4/11/12	PAGE 1 of 2
ADDRESS OF PREMISES Tower Building, 402 E. Yakima Avenue, 2 nd and 3 rd Floors, Yakima WA 98901			

THIS AGREEMENT, made and entered into this date by and between **The Tower, LLC**

whose address is 402 E. Yakima Ave., Suite 1200
Yakima, WA 98901-2794

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 add 81 rentable square feet for a telecommunications closet (Block B), to establish completion of tenant improvements, and to establish Beneficial Occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 9, 2012. Therefore, paragraphs 1, 2, 3, 4, 5, and 15 of the Lease are hereby deleted and replaced in their entirety as follows and paragraph 20 has been added:

- The Lessor hereby leases to the Government the following described premises:

A total of 13,384 rentable square feet (RSF) of office and related space, which yields 12,732 ANSI/BOMA Office Area square feet (USF) of space at the Tower Building, 402 E. Yakima Avenue, 2nd and 3rd Floors, Yakima, Washington to be used for such purposes as determined by the General Services Administration. Space is comprised of a total of 13,303 rentable square feet (RSF) of office and related space, which yields 12,651 ANSI/BOMA Office Area square feet (USF) on floors 2 and 3 (Block A) and an 81 rentable square feet (RSF) telecommunication closet (Block B) located in the basement. The Block B space is not subject to operating cost or real estate tax escalations and does not affect square footages and percentages in paragraphs 9, 10, 11, and 12. In addition, Lessor leases to the Government seven (7) structured and five (5) surface parking spaces at no additional cost to the Government.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 9, 2012, through October 8, 2019, subject to termination and renewal rights as may be hereinafter set forth.
- The Government shall pay the Lessor Annual Rent of \$356,177.45 at the rate of \$29,681.45 per month in arrears.

Block	Rent Period	Shell Rent	Operating Rent	Annual Rent
A	04/09/12-10/08/19	\$291,867.82 ^{1,2}	\$62,923.19 ³	\$354,791.01
B	04/09/12-10/08/19	\$1,386.44	\$0.00	\$1,386.44
Total		\$293,254.26	\$62,923.19	\$356,177.45

¹ Rent for the period of 04/09/12 through 06/08/12 will be adjusted pursuant to Paragraph 15 below.
² Includes Real Estate Taxes subject to adjustments in accordance with the SFO paragraph 4.2.
³ Base Operating Rent subject to adjustments in accordance with the SFO paragraph 4.3.

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hereunto subscribed their names as of the date first above written.

	LESSOR
	NAME OF SIGNER The Tower, LLC
	402 E. YAKIMA AVE. SUITE 1200 - YAKIMA, WA 98901

	IN PRESENCE OF
	NAME OF SIGNER <i>Terric Dragoo</i>
	YAKIMA, WA 98901

	UNITED STATES OF AMERICA
	NAME OF SIGNER Michael J. O'Brien
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

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

THE TOWER LLC
 402 E. YAKIMA AVENUE, SUITE 1200
 YAKIMA, WASHINGTON 98901-2794

- 4. There are no rights of termination for Block A space. Block B space may be terminated at anytime upon 120 days notice.
- 5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Rent Period	Shell Rent*	Operating Rent*	Annual Rent*
10/09/19-10/08/24	[REDACTED]	[REDACTED]	[REDACTED]
10/09/24-10/08/29	[REDACTED]	[REDACTED]	[REDACTED]

*Operating Rent/Real Estate Taxes subject to required adjustments in accordance with the SFO paragraph 4.3.

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

- 15. 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 SFO subparagraph 2.3 B. The monthly rent is \$29,681.45. The monthly shell rent is \$24,437.86. The commission credit is [REDACTED] and is calculated as follows:

Commission (years 1-5):
 Commission (years 6-7.5):
 Total Commission:
 GSA Commission Credit:
 Studley/LaBonde Land, Inc. Commission:

[REDACTED]

The monthly rent payments adjusted for the commission credit are as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Mo. Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
04/09/12 – 05/08/12	\$29,681.45	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
05/09/12 – 06/08/12	\$29,681.45	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

- 20. Effective upon execution of this amendment it is agreed by both parties that this lease shall Supersede Lease GS-10B-05942 and the lessor shall waive any and all rights under lease GS-10B-05942 and any right of restoration.

INITIALS: [Signature] Lessor [Signature] Government