

ADDRESS OF PREMISES: 151 SW 156TH STREET, BURIEN, WA 98166-4503

THIS AGREEMENT, made and entered into this date by and between THE 1984 LEVIN LIVING TRUST DATED JULY 31, 1984

whose address is C/O MARTIN M. EISENBERG, 177 BOVET ROAD, SUITE 600, SAN MATEO, CA 94402-3116

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 establish space acceptance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 14, 2013, to document completion of tenant improvements and space acceptance. Paragraphs 3, 8 and 16 are hereby deleted and replaced with the same numbered paragraphs below.

3. The Government shall pay the Lessor annual rent per the table below, per month in arrears.

Rent Period ¹	Shell Rent ²	Operating Rent ³	Amortized Tenant Improvements ⁴	Total Annual Rent
01/15/12 - 01/14/13	\$132,779.05	\$46,330.94	\$-0-	\$179,109.99
01/15/13 - 01/14/14	\$132,779.05	\$47,107.34	\$24,636.24	\$204,522.63
01/15/14 - 01/14/16	\$139,283.23	\$47,107.34	\$24,636.24	\$211,026.81
01/15/16 - 01/14/18	\$146,165.56	\$47,107.34	\$24,636.24	\$217,909.14
01/15/18 - 01/14/22	\$153,350.41	\$47,107.34	\$24,636.24	\$225,093.99
01/15/22 - 01/14/24	\$162,377.61	\$47,107.34	\$-0-	\$209,484.95
01/15/24 - 01/14/26	\$170,470.02	\$47,107.34	\$-0-	\$217,577.36
01/15/26 - 01/14/27	\$179,016.21	\$47,107.34	\$-0-	\$226,123.55

¹ Rent for the period of 01/15/13 - 04/14/13 is adjusted pursuant to Paragraph 16 of the Lease.

² Shell Rent includes \$0.306421 per RSF years 1-10 for Building Specific Security items required in shell.

³ Base Operating Rent subject to adjustments in accordance with paragraph 11 of the SF-2 and does not include escalation beyond 1/15/2013.

Effective June 1, 2013 The Government will begin paying annual rent of \$204,522.63 at the rate of \$17,043.55 monthly. In Addition there will be a withhold of \$6,784.06 upon execution of this Lease Amendment for reconciliation of rent for the period of 1/15/12 through 5/31/13 per the reconciliation shown on page 2.

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

C/O MARTIN M. EISENBERG
177 BOVET ROAD, SUITE 600
SAN MATEO, CA 94402-3116

Continued on page 2

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

FOR THE LESSOR

Signature: _____

Name: MARTIN

Title: CO-TRUSTEE

Entity Name: LEVIN BYPASS TRUST; LEVIN MARITAL

Date: TRUST; LEVIN SURVIVOR'S TRUST

DATE: JUNE 25, 2013

FOR THE

Signature: _____

Name: Terra Heinlein

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 7/11/13

WITNESSED FOR THE

Signature: _____

Name: JOHN B. SIMONS

Title: WITNESS FOR LESSOR SIGNATURE

Date: 177 BOVET RD # 600; SAN MATEO, CA.

DATE: JUNE 25, 2013

8. In accordance with the SFO paragraph 3.2 entitled *Tenant Improvement Rental Adjustment* Tenant Improvements in the amount of \$194,103.39 shall be amortized for 9 years at the rate of 3.0%.
16. Reconcile monthly rent payments (application of commission credit and adjustment of amortized TIA):

Previously the GSA commission credit of [REDACTED] was applied in equal monthly amounts against the shell rental payments. The revised GSA commission credit is [REDACTED] and is calculated as follows:

Gross Rent*	Yrs 1-2 = \$	382,856.22	Yrs 5-6 = \$	434,265.48
	Yrs 3-4 = \$	420,500.82	Yrs 7-10 = \$	897,270.36
			Total Rent	\$2,134,892.88

*Gross Rent for commission purposes calculated without 1/15/2013 increase in Operating Expenses

GSA Rent Commission Credit: [REDACTED]
 Studley/LaBorde Commission: [REDACTED]

Rent Reconciliation

RENT FOR	AMOUNT PAID	AMOUNT DUE	OVER PAYMENT	TRACE #	DATE PAID	Pymt_type
Jan-12	\$ -	\$ 8,185.13	\$ (8,185.13)			EFT
Feb-12	\$ 3,405.34	\$ 14,925.83	\$ (11,520.49)	131813	3/22/2012	EFT
Mar-12	\$ 5,073.02	\$ 14,925.83	\$ (9,852.81)	108228	4/2/2012	EFT
Apr-12	\$ 14,925.83	\$ 14,925.83	\$ -	108805	5/1/2012	EFT
May-12	\$ 14,925.83	\$ 14,925.83	\$ -	106803	6/1/2012	EFT
Jun-12	\$ 14,925.83	\$ 14,925.83	\$ -	161334	7/2/2012	EFT
Jul-12	\$ 14,925.83	\$ 14,925.83	\$ -	158533	8/1/2012	EFT
Aug-12	\$ 14,925.83	\$ 14,925.83	\$ -	184900	9/4/2012	EFT
Sep-12	\$ 14,925.83	\$ 14,925.83	\$ -	176947	10/1/2012	EFT
Oct-12	\$ 14,925.83	\$ 14,925.83	\$ -	189118	11/1/2012	EFT
Nov-12	\$ 14,925.83	\$ 14,925.83	\$ -	181719	12/3/2012	EFT
Dec-12	\$ 14,925.83	\$ 14,925.83	\$ -	167961	1/2/2013	EFT
Jan-13	\$ 14,925.83	\$ 16,087.16	\$ (1,161.33)	218884	2/1/2013	EFT
Catch - up	\$ 35.53	\$ -	\$ 35.53	1128480	2/20/2013	EFT
Feb-13	\$ 18,164.60	\$17,043.55	\$ 1,121.05	225476	3/1/2013	EFT
Mar-13	\$ 18,164.60	\$17,043.55	\$ 1,121.05	239605	4/1/2013	EFT
Apr-13	\$ 18,164.60	\$17,043.55	\$ 1,121.05	213861	5/1/2013	EFT
May-13	\$ 18,164.60	\$17,043.55	\$ 1,121.05			

Less Commission Credit \$ [REDACTED]
Total Over-payment \$ [REDACTED]

Monthly Rent for January 2012

\$14,925.83 monthly rent for 1/15/12 through 1/31/12 divide by 31 times by 17 days equals \$ 8,185.13
Total monthly rent for January 2012 \$ **8,185.13**

Monthly Rent for January 2013

\$14,925.83 monthly rent for 1/1/013 through 1/14/13 divide by 31 times by 14 days equals \$ 6,740.70
 \$17,043.55 monthly rent for 1/15/13 through 1/31/13 divide by 31 times by 17 days equals \$ 9,346.46
Total monthly rent for January 2013 \$ **16,087.16**

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