

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. **GS-10B-07297**  
BUILDING NO. **WA7950**  
Page 1 of 2

ADDRESS OF PREMISES

PARK 120 BUILDING  
636 - 120<sup>th</sup> AVENUE NE  
BELLEVUE, WA 98005-3028

THIS AGREEMENT, made and entered into this date by and between PARK 120 INVESTMENTS, LLC

whose address is C/O WALLACE PROPERTIES  
330 - 112<sup>TH</sup> AVENUE NE  
BELLEVUE, WA 98004-5800

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 Beneficial Occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 7, 2012, to document completion of Tenant Improvements. Paragraphs 3 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.

<u>Rent Period<sup>1</sup></u>	<u>Shell Rent<sup>2</sup></u>	<u>Operating Rent<sup>3</sup></u>	<u>Amortized Tenant Improvements</u>	<u>Total Annual Rent</u>
12/07/12 - 12/06/13	\$159,399.92	\$67,360.80	\$101,423.91	\$328,184.63
12/07/13 - 12/06/14	\$164,035.93	\$67,360.80	\$101,423.91	\$332,820.64
12/07/14 - 12/06/15	\$168,811.02	\$67,360.80	\$101,423.91	\$337,595.73
12/07/15 - 12/06/16	\$173,729.36	\$67,360.80	\$101,423.91	\$342,514.07
12/07/16 - 12/06/17	\$178,795.25	\$67,360.80	\$101,423.91	\$347,579.96
12/07/17 - 12/06/18	\$179,146.80	\$67,360.80	\$-0-	\$246,507.60
12/07/18 - 12/06/19	\$184,521.20	\$67,360.80	\$-0-	\$251,882.00
12/07/19 - 12/06/20	\$190,056.84	\$67,360.80	\$-0-	\$257,417.64
12/07/20 - 12/06/21	\$195,758.54	\$67,360.80	\$-0-	\$263,119.34
12/07/21 - 12/06/22	\$201,631.30	\$67,360.80	\$-0-	\$268,992.10

<sup>1</sup> Rent for the period of 12/07/12 through 02/06/13 is adjusted pursuant to paragraph 16 below.

<sup>2</sup> Shell Rent includes \$0.4913 per RSF years 1-5 for Building Specific Security items.

<sup>3</sup> Operating Rent is subject to annual CPI adjustment.

Continued on Page 2.

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

FOR THE LESSOR:

Signature: \_\_\_\_\_  
Name: Sammy Lee  
Title: Prop. Mgr.  
Entity Name: PARK 120 INVESTMENTS, LLC  
Date: 1-18-13

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: Terrica Heinlein  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 1/24/13

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Property Manager  
Date: 1-18-13

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

PARK 120 INVESTMENTS, LLC  
C/O WALLACE PROPERTIES  
330 112<sup>TH</sup> AVENUE NE, SUITE 200  
BELLEVUE, WA 98004-5800

16. Adjusted monthly rent payments (application of commission credit):

The commission credit shall be applied equally over the first two months so as not to exceed the monthly shell rental per SFO subparagraph 2.4 B. Monthly rent is \$27,348.72 and monthly shell rent is \$12,877.80. The commission credit is [REDACTED] (9,906 SF X \$5.00/RSF = [REDACTED]).

GSA Rent Commission Credit: [REDACTED]

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

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Mo. Shell Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
12/07/12 - 01/06/13	\$27,348.72	\$12,877.80	[REDACTED]	[REDACTED]	[REDACTED]
01/07/13 - 02/06/13	\$27,348.72	\$12,877.80	[REDACTED]	[REDACTED]	[REDACTED]
02/07/13 - 03/06/13	\$27,348.72	\$12,877.80	[REDACTED]	[REDACTED]	[REDACTED]

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

LESSOR *SC* / GOVT *JA*  
Lease Amendment Form 07/12