

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-10B-07100	DATE August 12, 2011	PAGE 1 of 2
ADDRESS OF PREMISES The Foremost Building, 2413 Pacific Avenue S., 2 nd Floor, Tacoma, Washington		BUILDING NO.: WA7985	

THIS AGREEMENT, made and entered into this date by and between 2413 PACIFIC AVENUE LIMITED PARTNERSHIP

whose address is 270 S. HANFORD STREET #100
SEATTLE, WA 98134 - 1838

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 and amend rent periods accordingly. Therefore, paragraphs 2, 3, 4 and 15 of the Lease are hereby deleted in their entirety and replaced below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 27, 2011, as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 27, 2011 and continuing through July 26, 2026, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor *Annual Rent* as detailed below and it shall be paid monthly in arrears. Parking is included in the below rate at no additional cost to the Government.

Rent Period ¹	Shell Rent	Operating Rent	Amortized TIs	Annual Rent	Monthly Rent
07/27/11-07/26/16	\$394,201.82	\$105,182.40	\$100,000.78	\$599,385.00	\$49,948.75
07/27/16-07/26/21	\$454,333.67	\$105,182.40	\$100,000.78	\$659,516.85	\$54,959.74
07/27/21-07/26/26	\$523,785.15	\$105,182.40	\$00.00	\$628,967.55	\$52,413.96

¹ Rent for the period of 07/27/11 through 10/26/11 is adjusted pursuant to Paragraph 15 below.

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

2413 PACIFIC AVENUE LIMITED PARTNERSHIP
270 S. HANFORD STREET, #100
SEATTLE, WA 98134 - 1838

Continued on Page 2

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

LESSOR	
SIGNATURE <i>Donald R. Ayres</i>	NAME OF SIGNER Donald R. Ayres
ADDRESS 270 S. Hanford St #100, Seattle, WA 98134	
IN PRESENCE OF	
SIGNATURE <i>Karen Specht</i>	NAME OF SIGNER Karen Specht
ADDRESS 270 S Hanford St #100 Seattle, WA 98134	
UNITED STATES OF AMERICA	
SIGNATURE <i>TERRIA WEINLEIN</i>	NAME OF SIGNER TERRIA WEINLEIN
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part at any time on or after July 27, 2021 by giving at least 120 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.
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 \$49,948.75. The monthly shell rent is \$32,850.15. The commission credit is [REDACTED] and is calculated as follows:

Years 1-5	\$599,385.00 X 5 years =	\$2,996,925.00	
Years 6-10	\$659,516.85 X 5 years =	\$3,297,584.25	
		\$6,294,509.25	[REDACTED]

GSA Credit: [REDACTED]
 Studley/LaBonde 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>
07/27/11 - 08/26/11	\$49,948.75	\$32,850.15	[REDACTED]	[REDACTED]	[REDACTED]
08/27/11 - 09/26/11	\$49,948.75	\$32,850.15	[REDACTED]	[REDACTED]	[REDACTED]
09/27/11 - 10/26/11	\$49,948.75	\$32,850.15	[REDACTED]	[REDACTED]	[REDACTED]
10/27/11 - 11/26/11	\$49,948.75	\$32,850.15	[REDACTED]	[REDACTED]	[REDACTED]

All other terms and conditions remain in full force and effect.

INITIALS: ORA LESSOR JH GOV'T

INITIALS: ORA & JH
 LESSOR GOV'T