

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Lease Agreement	Date:
	No. 6	4/4/12

TO LEASE NO. GS-10B-07200	Building # WA7997
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ADDRESS OF PREMISES: 19 Bellwether Place, Building B, Bellingham, WA 98225 Page 1 of 4

THIS AGREEMENT, made and entered into this date by and between Bellwether Gate B, LLC, whose address is 4326 Pacific Highway, Bellingham, WA 98225-3548,

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 reflect the expansion of leased space to include 1,192 RSF/1,122 ABOA, with (3) parking spaces to be included, and to restate the correct address of leased premises.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 15, 2012 as follows:

The purpose of this Supplemental Lease Agreement (SLA) #6 is to reflect the expansion of leased space, effective upon beneficial occupancy of tenant improvements as specified by the Government (Target date July 1, 2012), to include 1,192 RSF/1,122 ABOA, to be known as "Block B" with (3) parking spaces to be included. In combination with the existing 4,241 RSF/3,993 ABOA, to be known as "Block A", with (11) parking spaces included. The total leased area will now be 5,433 RSF/5,115 ABOA.

Therefore, Paragraphs 1, 3, 9, 10, 11, and 17 are deleted in their entirety and replaced with the same numbered paragraphs below and Paragraphs 23 & 24 are added to the lease:

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

A total of 5,433 rentable square feet (RSF) of office and related space, which yields 5,115 ANSI/BOMA Office Area square feet (ABOA) of space, consisting of 4,241 RSF/3,993 ABOA to be known as "Block A", and 1,192 RSF/1,122 ABOA, to be known as "Block B", at **19 Bellwether Place, Building B, Bellingham, WA 98225** to be used for such purposes as determined by the General Services Administration, including a total of nine (9) structured parking spaces and five (5) surface, reserved parking spaces, valued at \$175 per space per month, for Government use only, at no additional cost to the Government.

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

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Lessor:

BY:



(Signature)

(Title)

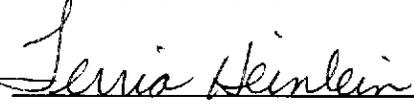
IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

By



(Signature)

TERRIA HEINLEIN
CONTRACTING OFFICER

(Official Title)

Total Rent (Blocks A & B combined- 5,433 RSF):

Period	Annualized Shell Rent	Annualized Operating Costs	Annualized Taxes	Annualized TIs Block A	Annualized TIs Block B	Annual Rent	Monthly Rent
6/1/2011 – 2/6/2012	N/A	\$11,847.67	N/A	N/A	N/A	\$11,847.67	\$987.31
2/7/2012 – 6/30/2012	\$75,913.90	\$14,644.70	\$6,168.97	\$19,462.38	\$0.00	\$116,189.95	\$9,682.50
7/1/2012 – 2/6/2013	\$97,250.70	\$18,757.10	\$7,903.33	\$19,462.38	\$7,152.00	\$150,525.51	\$12,543.79
2/7/2013 – 2/6/2014	\$100,168.22	\$18,757.10	\$7,903.33	\$19,462.38	\$7,152.00	\$153,443.03	\$12,786.92
2/7/2014 – 2/6/2015	\$103,173.27	\$18,757.10	\$7,903.33	\$19,462.38	\$7,152.00	\$156,448.08	\$13,037.34
2/7/2015 – 2/6/2016	\$106,268.47	\$18,757.10	\$7,903.33	\$19,462.38	\$7,152.00	\$159,543.28	\$13,295.27
2/7/2016 – 2/6/2017	\$109,456.52	\$18,757.10	\$7,903.33	\$19,462.38	\$7,152.00	\$162,731.33	\$13,560.94
2/7/2017 – 6/30/2017	\$112,740.22	\$18,757.10	\$7,903.33	\$19,462.38	\$7,152.00	\$166,015.03	\$13,834.59
7/1/2017 – 2/6/2018	\$113,482.28	\$18,757.10	\$7,903.33	\$19,462.38	\$0.00	\$159,605.09	\$13,300.42
2/7/2018 – 2/6/2019	\$116,886.73	\$18,757.10	\$7,903.33	\$19,462.38	\$0.00	\$163,009.54	\$13,584.13
2/7/2019 – 2/6/2020	\$120,393.34	\$18,757.10	\$7,903.33	\$19,462.38	\$0.00	\$166,516.15	\$13,876.35
2/7/2020 – 2/6/2021	\$124,005.14	\$18,757.10	\$7,903.33	\$19,462.38	\$0.00	\$170,127.95	\$14,177.33
2/7/2021 – 2/6/2022	\$127,725.30	\$18,757.10	\$7,903.33	\$19,462.38	\$0.00	\$173,848.11	\$14,487.34
2/7/2022 – 2/6/2023	\$131,557.06	\$18,757.10	\$7,903.33	\$0.00	\$0.00	\$158,217.49	\$13,184.79
2/7/2023 – 2/6/2024	\$135,503.76	\$18,757.10	\$7,903.33	\$0.00	\$0.00	\$162,164.19	\$13,513.68
2/7/2024 – 2/6/2025	\$139,568.88	\$18,757.10	\$7,903.33	\$0.00	\$0.00	\$166,229.31	\$13,852.44
2/7/2025 – 2/6/2026	\$143,755.94	\$18,757.10	\$7,903.33	\$0.00	\$0.00	\$170,416.37	\$14,201.36
2/7/2026 – 2/6/2027	\$148,068.62	\$18,757.10	\$7,903.33	\$0.00	\$0.00	\$174,729.05	\$14,560.75

9. In accordance with SFO paragraph 4.2(B)(9) entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 47.86% (Leased space 5,433 RSF/ Total Building 11,351 RSF).
10. In accordance with SFO paragraph 4.3 entitled *Operating Cost Base*, the cost of services is established at \$3.45 per RSF per annum for 5,433 RSF, with the first adjustment being February 7, 2013.
11. In accordance with SFO paragraph 4.1(C) entitled *Common Area Factor*, the common area factor is established as 1.062.
17. In accordance with SFO Paragraph 4.2, "Tax Adjustment GSAM 552.270-24," for purposes of tax adjustment, with the first adjustment to start with the 2013 tax year, the Government occupies 5,433 rentable square feet (47.86% occupancy). The current tax base is \$7903.33 per annum for 5,433 RSF. This tax rate is included in the base rental amount. Tax Parcel ID # is [REDACTED]
23. SLA #6 represents an expansion of 1,192 RSF added to this lease as *TURNKEY* space per streamlined leasing guidelines. \$35,760.00 for Tenant Improvements is allowed by the Lessor as required by the Government. Costs that exceed this sum due to additional Government Agency requirements that are pre-approved by a GSA Contracting Officer shall be paid through amortized TI payments added to the above rental payments or in a lump sum authorization.
24. There is no additional broker commission to be paid for this action. The monthly rent is not adjusted for any further commission credit as is stated per Paragraph 21 of this lease.

The Lessor hereby waives restoration.

All other terms and conditions of the Lease shall remain in force and effect unless otherwise amended.

Initials: SA & JA
 Lessor Govt.

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3. The Government shall pay the Lessor rent as follows:

Block A- 4,241 RSF Occupied by [REDACTED] IA:

Period	Annualized Shell Rent	Annualized Operating Costs	Annualized Taxes	Annualized TIs	Annual Rent	Monthly Rent
6/1/2011 – 2/6/2012	N/A	\$11,847.67	N/A	N/A	\$11,847.67	\$987.31
2/7/2012 – 2/6/2013	\$75,913.90	\$14,644.70	\$6,168.97	\$19,462.38	\$116,189.95	\$9,682.50
2/7/2013 – 2/6/2014	\$78,191.32	\$14,644.70	\$6,168.97	\$19,462.38	\$118,467.37	\$9,872.28
2/7/2014 – 2/6/2015	\$80,537.06	\$14,644.70	\$6,168.97	\$19,462.38	\$120,813.11	\$10,067.76
2/7/2015 – 2/6/2016	\$82,953.17	\$14,644.70	\$6,168.97	\$19,462.38	\$123,229.22	\$10,269.10
2/7/2016 – 2/6/2017	\$85,441.76	\$14,644.70	\$6,168.97	\$19,462.38	\$125,717.81	\$10,476.48
2/7/2017 – 2/6/2018	\$88,005.02	\$14,644.70	\$6,168.97	\$19,462.38	\$128,281.07	\$10,690.09
2/7/2018 – 2/6/2019	\$90,645.16	\$14,644.70	\$6,168.97	\$19,462.38	\$130,921.21	\$10,910.10
2/7/2019 – 2/6/2020	\$93,364.52	\$14,644.70	\$6,168.97	\$19,462.38	\$133,640.57	\$11,136.71
2/7/2020 – 2/6/2021	\$96,165.46	\$14,644.70	\$6,168.97	\$19,462.38	\$136,441.51	\$11,370.13
2/7/2021 – 2/6/2022	\$99,050.42	\$14,644.70	\$6,168.97	\$19,462.38	\$139,326.47	\$11,610.54
2/7/2022 – 2/6/2023	\$102,021.94	\$14,644.70	\$6,168.97	N/A	\$122,835.61	\$10,236.30
2/7/2023 – 2/6/2024	\$105,082.59	\$14,644.70	\$6,168.97	N/A	\$125,896.26	\$10,491.36
2/7/2024 – 2/6/2025	\$108,235.07	\$14,644.70	\$6,168.97	N/A	\$129,048.74	\$10,754.06
2/7/2025 – 2/6/2026	\$111,482.12	\$14,644.70	\$6,168.97	N/A	\$132,295.79	\$11,024.65
2/7/2026 – 2/6/2027	\$114,826.58	\$14,644.70	\$6,168.97	N/A	\$135,640.25	\$11,303.35

Notes on rent tables: Shell rent increases 3% annually. Operating Costs are subject to CPI adjustments per Paragraph 10 below. Real Estate Taxes are subject to annual lump sum adjustment. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Bellwether Gate C, LLC, P.O. Box 31548, Bellingham, WA 98228.

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Initials: LS & JH
 Lessor Govt.

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Block B- 1,192 RSF Occupied by [REDACTED]

Period	Annualized Shell Rent	Annualized Operating Costs	Annualized Taxes	Annualized TI Amortization	Annual Rent	Monthly Rent
7/1/2012 – 2/6/2013	\$21,336.80	\$4,112.40	\$1,734.36	\$7,152.00	\$34,335.56	\$2,861.30
2/7/2013 – 2/6/2014	\$21,976.90	\$4,112.40	\$1,734.36	\$7,152.00	\$34,975.66	\$2,914.64
2/7/2014 – 2/6/2015	\$22,636.21	\$4,112.40	\$1,734.36	\$7,152.00	\$35,634.97	\$2,969.58
2/7/2015 – 2/6/2016	\$23,315.30	\$4,112.40	\$1,734.36	\$7,152.00	\$36,314.06	\$3,026.17
2/7/2016 – 2/6/2017	\$24,014.76	\$4,112.40	\$1,734.36	\$7,152.00	\$37,013.52	\$3,084.46
2/7/2017 – 6/30/2017	\$24,735.20	\$4,112.40	\$1,734.36	\$7,152.00	\$37,733.96	\$3,144.50
7/1/2017 – 2/6/2018	\$25,477.26	\$4,112.40	\$1,734.36	\$0.00	\$31,324.02	\$2,610.33
2/7/2018 - 2/6/2019	\$26,241.57	\$4,112.40	\$1,734.36	\$0.00	\$32,088.33	\$2,674.03
2/7/2019 – 2/6/2020	\$27,028.82	\$4,112.40	\$1,734.36	\$0.00	\$32,875.58	\$2,739.63
2/7/2020 – 2/6/2021	\$27,839.68	\$4,112.40	\$1,734.36	\$0.00	\$33,686.44	\$2,807.20
2/7/2021 – 2/6/2022	\$28,674.88	\$4,112.40	\$1,734.36	\$0.00	\$34,521.64	\$2,876.80
2/7/2022 – 2/6/2023	\$29,535.12	\$4,112.40	\$1,734.36	\$0.00	\$35,381.88	\$2,948.49
2/7/2023 – 2/6/2024	\$30,421.17	\$4,112.40	\$1,734.36	\$0.00	\$36,267.93	\$3,022.33
2/7/2024 – 2/6/2025	\$31,333.81	\$4,112.40	\$1,734.36	\$0.00	\$37,180.57	\$3,098.38
2/7/2025 – 2/6/2026	\$32,273.82	\$4,112.40	\$1,734.36	\$0.00	\$38,120.58	\$3,176.72
2/7/2026 – 2/6/2027	\$33,242.04	\$4,112.40	\$1,734.36	\$0.00	\$39,088.80	\$3,257.40

Notes on rent tables: Shell rent increases 3% annually. Operating Costs are subject to CPI adjustments per Paragraph 10 below. Real Estate Taxes are subject to annual lump sum adjustment. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Bellwether Gate C, LLC, P.O. Box 31548, Bellingham, WA 98228.

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Initials: VS & JA
 Lessor Govt.