

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 6	TO LEASE NO. GS-10B-07100	DATE 10/17/11	PAGE 1 of 4
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 order Tenant Improvements which exceed the tenant improvement allowance, and adjust the GSA Commission Credit. Therefore, paragraphs I and II are incorporated into the lease, and paragraph 15 is hereby deleted 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:

I. In separate correspondence dated April 13, 2011, the Government issued a Partial Notice to Proceed in the amount of \$750,618.00. On May 10, 2011, the Government executed SLA 2 that authorized the Final Notice to Proceed (NTP) with construction of the TIs not to exceed the amount of \$1,201,313.30. On July 5, 2011, the Government executed SLA 3 which authorized Change Orders 2 and 3 in the amount of \$44,931.91, and on August 12, 2011, the Government executed SLA 4 which authorized Change Orders 4 and 7, in the amount of \$3,866.86, for the total cost of Tenant Improvements in the amount of \$2,000,730.07.

This SLA 6 is issued to approve Change Order 8 in the amount not to exceed \$76,099.62. This amount shall include all materials, labor, and overhead and the Lessor is to complete the work to the Government's satisfaction. The change order is hereby attached and made a part of the lease as Exhibit A. The total cost of the Tenant Improvements is hereby increased to \$2,076,829.69. This amount includes the Tenant Improvement Allowance of \$750,618.00 that will be amortized over the firm term of the lease. The Government hereby orders the balance of \$1,326,211.69 to be paid via lump sum. Completion of construction shall be no later than Wednesday, July 27, 2011.

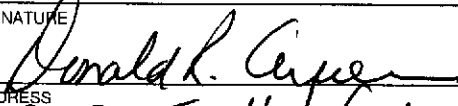


II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,326,211.69. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Or online at: www.finance.gsa.gov
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER Donald L. Ayres
ADDRESS 270 S. Hanford Suite 100, Seattle, WA 98134	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Karen Specht
ADDRESS 270 S Hanford St, Suite 100 Seattle, WA 98134	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER TERRIA HEINLEIN
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Terria Heinlein
PBS, 10PRA
400 15th Street SW
Auburn, WA 98001
terria.heinlein@gsa.gov

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0020151

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the Lease contract is made.

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:

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

GSA Credit: [REDACTED]
Studley/LaBonde Credit: [REDACTED]

GSA Credit: [REDACTED]
Historical / Archeological reimbursement: [REDACTED]
Revised GSA 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>Adj. Monthly Rent Payment</u>
07/27/11 - 08/26/11	\$49,948.75	\$32,850.15	[REDACTED]	[REDACTED]	\$17,098.60
08/27/11 - 09/26/11	\$49,948.75	\$32,850.15	[REDACTED]	[REDACTED]	\$17,098.60
09/27/11 - 10/26/11	\$49,948.75	\$32,850.15	[REDACTED]	[REDACTED]	\$38,389.88
10/27/11 - 11/26/11	\$49,948.75	\$32,850.15	[REDACTED]	[REDACTED]	\$49,948.15

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

INITIALS: ORA LESSOR JH GOV'T

GSA FORM 276 (REV. 8/2006) BACK

INITIALS: ORA LESSOR & JH GOV'T