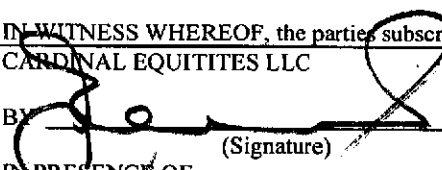
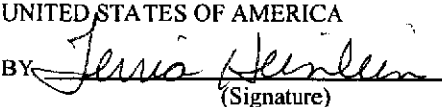


<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 1	DATE <u>2/3/11</u>
TO LEASE NO. GS-10B-07206		
ADDRESS OF PREMISES <div style="text-align: center;">           1126 Pacific Avenue            Tacoma, WA 98402-4304         </div>		
THIS AGREEMENT, made and entered into this date by and between <b>CARDINAL EQUITIES LLC</b>  whose address is 260 S BEVERLY DR STE 201 BEVERLY HILLS, CA 90212-3812  hereinafter called the Lessee, and the UNITED STATES OF AMERICA, hereafter called the Government:  WHEREAS, the parties hereto desire to amend the above Lease to document expansion space, adjust the rental rates, adjust the tenant improvement allowance, adjust percent of Government occupancy and revise the commission credit.  NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>October 28, 2010</u> , as follows:  Paragraphs 1, 3, 8, 9, 11, 15 and 23 are hereby deleted in their entirety and replaced therefore:  1. The Lessor hereby leases to the Government the following described premises:  5,555 rentable square feet (r.s.f.), yielding approximately 4,830 ANSI/BOMA Office Area square feet and related space located at the Pacific First Federal Building, 1126 Pacific Avenue, Tacoma, WA 98402-4304, together with 15 on-site, secured Government reserved parking spaces (with an estimated value of \$30,600.00 annually or \$2,040.00 per space per year at no additional cost to the Government), as depicted on the attached Site Plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
CARDINAL EQUITIES LLC  BY  _____ (Signature)	<u>MANAGER</u> _____ (Title)	
IN PRESENCE OF <u>Debra Komena</u> _____ (Signature)	<u>260 S. Beverly Drive, Suite 201</u> <u>Beverly Hills, CA 90212</u> _____ (Address)	
UNITED STATES OF AMERICA  BY  _____ (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION _____ (Official Title)	

3. Government shall pay the Lessor annual rent of \$183,858.50 for years 1-5 and \$134,815.89 for years 6-10. The total cost for build out of Tenant Improvements (\$211,396.34) is amortized into the rental rate over the first five (5) years of this lease, per Paragraph 15 herein. Rent breakdown for the ten (10) year lease term is as follows:

For months 1 through 2, monthly rent shall be reduced by the amount of the commission credit agreed to in this lease, and shall be paid based upon the adjusted rent schedule stated in Paragraph 22 herein.

For months 3 through 60, rent shall be structured as follows:

Rent Breakdown (Years 1 - 5)	Annual Rent	Monthly Rent
Shell Rent	\$109,818.39	\$9,151.53
Operating Cost (subject to CPI adjustments)	\$24,997.50	\$2,083.13
Amortization of TI	\$49,042.61	\$4,086.88
Full Service Rent	\$183,858.50	\$15,321.54

For months 61 through 120, rent shall be structured as follows:

Rent Breakdown (Years 6 - 10)	Annual Rent	Monthly Rent
Shell Rent	\$109,818.39	\$9,151.53
Operating Cost (subject to CPI adjustments)	\$24,997.50	\$2,083.13
Amortization of TI	\$00.00	\$00.00
Full Service Rent	\$134,815.89	\$11,234.66

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

CARDINAL EQUITIES LLC  
260 S BEVERLY DR STE 201  
BEVERLY HILLS, CA 90212-3812

8. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer". The Total Tenant Improvement Allowance is \$211,396.34 and shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 6% per year. If the entire T/I of \$211,396.34 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement.
9. **PERCENTAGE OF OCCUPANCY:** Pursuant to Paragraph 4.2.B.9, "Percentage of Occupancy", the percentage of Government occupancy is established as 16.48% (5,555 RSF/33,701 RSF).
11. **COMMON AREA FACTOR:** Pursuant to Paragraph 4.1.C, "Common Area Factor", the common area factor is established as (5,555/4,830) 1.15%.
15. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment (AUG 2008)," for purposes of tax escalation, the Government occupies 5,555 / 33,701 (16.483%) rentable square feet. Base year taxes are established at \$7,334.71. Taxes shall be increased or decreased from the base pursuant to annual adjustment per Section 4.2 of the SFO. Tax parcel number is identified as 2011040050.

  
LESSOR

&   
GOV'T

23. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.



Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$15,961.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rent Payment \$15,961.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

The lessor agrees that the commission of [REDACTED] is due and payable to Jones Lang LaSalle pursuant to that certain Broker Commission Agreement dated April 22, 2010.

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

 LESSOR &  GOV'T