

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. LWA07062	DATE 3/4/11	PAGE 1 of 2
ADDRESS OF PREMISES Northview Corporate Center, 20700 44 th Avenue West, Lynnwood, WA 98036-7742			Bldg #WA7975

THIS AGREEMENT, made and entered into this date by and between Northview Corporate Center, LLC,

whose address is: 20700 44th Ave W
Lynnwood, WA 98036-7742

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 document expansion space, adjust the rental rates, adjust the tenant improvement allowance, adjust the percentage of occupancy, and establish the property tax base.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon beneficial occupancy of block "B" space referenced below (the expansion space of 11,663 RSF adjacent to the current leased space), as follows.

The following paragraphs are hereby replaced: Paragraphs 1, 3, 6, 11, 12, 13, and 19.

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

28,993 rentable square feet (Total of blocks A & B as described below), yielding approximately 25,211 ANSI/BOMA Office Area square feet and related space located at the Northview Corporate Center, 20700 44th Avenue West, Lynnwood, Washington, 98036 together with 117 surface, onsite parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

3. Block A- 17,330 RSF Existing Space- The Government shall pay the Lessor per the schedule attached in Exhibit #1 to this SLA. Rent for a lesser period shall be prorated.

Block B- 11,663 RSF Expansion Space- **The Government shall pay the Lessor per the schedule attached in Exhibit #1 to this SLA. Rent for a lesser period shall be prorated.

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IN WITNESS	I, _____, do hereby subscribed their names as of the date first above written.		
	LESSOR		
SIGNATURE		NAME OF SIGNER	John S. Grassi
ADDRESS	One Northview Corporate Center, Lynnwood, WA 98036-7742	Suite 4125, San Francisco, CA 94105	
		IN PRESENCE OF	
SIGNATURE		NAME OF SIGNER	Rathsamee Ly
ADDRESS	One Northview Corporate Center, Lynnwood, WA 98036-7742	Suite 4125, San Francisco, CA 94105	
	UNITED STATES OF AMERICA		
SIGNATURE		NAME OF SIGNER	TERRIA HEINLEIN
		OFFICIAL TITLE OF SIGNER	CONTRACTING OFFICER

3.(Continued) **Net Rental payments for Block B space subject to final reconciliation of TI expenses, to be documented on a subsequent SLA memorializing beneficial occupancy and actual TI expenses for this expansion space. Estimated occupancy date is May 1, 2011, and shell rent and operating expense portion of rent shall commence no later than June 1, 2011, except in the case where delays have been caused by the Lessor to cause beneficial occupancy to be effective after this date, as agreed to by Lessor and Government. Rent for a lesser period shall be prorated.

Please see Exhibit #1, attached, for table of rental rates & components for Rental Blocks A & B.

Rent checks shall be payable to:

One Market Plaza
Spear Tower
1 Market Plaza, Ste 4125
San Francisco, CA 94105-1101

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. 117 parking space(s) as described in Paragraph 1.
- B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 8WA2323 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

11. The Lessor shall have ninety (90) calendar days from the receipt of the Government Approved Design Intent Drawings to complete the build-out of the entire space. All items specified in Lease Agreement and as delineated on the Government-Approved Design Intent Drawings shall be provided by the Lessor.

12. In accordance with SFO paragraph 3.3 entitled "Tenant Improvement Rental Adjustment," Tenant Improvements for BLOCK A in the total amount of \$700,708.50 (15,069 USF x \$46.50) shall be amortized through the rent for 5 years at the rate of 2.50%. The total annual cost of Tenant Improvements for BLOCK A for the amortization period shall be \$149,228.73. Upon completion and acceptance of construction of the Tenant Improvement, the gross rental rate and Tenant Improvement allowance shall be reconciled per SFO paragraph 3.3 entitled "Tenant Improvement Rental Adjustment."

Tenant Improvements for BLOCK B in the total amount of \$471,603.00 (10,142 USF x \$46.50) shall be amortized through the rent for 4 years at the rate of 6.65%. The total annual cost of Tenant Improvements for BLOCK B for the amortization period shall be \$134,600.38. Upon completion and acceptance of construction of the Tenant Improvement, the gross rental rate and Tenant Improvement allowance shall be reconciled per SFO paragraph 3.3 entitled "Tenant Improvement Rental Adjustment."

13. In accordance with SFO paragraph 4.2.B.9 entitled "Percentage of Occupancy", the percentage of Government occupancy is established as 16.68% (28,993 RSF/ 173,776).

19. In accordance with SFO Paragraph 4.2, "Tax Adjustment GSAM 552.270-24," for purposes of tax escalation, the Government occupies 28,993 / 173,776 rentable square feet (16.68%). The tax base is hereby established at \$48,128.38 (\$1.66 RSF X 28,993 RSF). The Tax Parcel Numbers are: 27042100407500, 27042100407600, 27042100405300, and 27042100407400.

All other terms and considerations of the lease shall remain in full force and effect unless otherwise amended.

INITIALS: _____ LESSOR
 _____ GOVT