

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-10B-07094	DATE 3/9/2010	PAGE 1 of 2
ADDRESS OF PREMISES 12010 SE 32 ND Street, Suite B, Bellevue, WA 98005-4121		BLDG NO. WA7981	

THIS AGREEMENT made and entered into this date by and between NEWPORT SHORES VISTA, LLC

whose address is 12010 SE 32ND ST STE A
BELLEVUE, WA 98005-4121

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, dated October 8, 2009, to modify the Tenant Improvement Allowance and make the corresponding adjustments to the rent payments.

Therefore, paragraphs 3, 8, 15 and 16 of Standard Form 2 *US Government Lease For Real Property* 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 March 2, 2010, as follows:

- The Government shall pay the Lessor Annual Rent of \$364,162.22 at the rate of \$30,346.85 per month in arrears for years 1 - 10. For months 1 - 4, Monthly Rent shall be reduced by the amount of commission credit agreed to in this lease and shall be paid based upon the adjusted schedule stated in paragraph 16 herein. For months 5 - 120, rent shall be structured as follows:

<u>Rent Breakdown (Yrs 1 - 10)</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$214,904.70	\$17,908.72
Operating Cost	\$59,745.00	\$4,978.75
Amortization of TIs	\$89,512.52	\$7,459.38
Full Service Rent	\$364,162.22	\$30,346.85

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
Newport Shores Vista, LLC
P.O. Box 3767
Bellevue, WA 98009-3767

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IN WITNESS WHEREOF, the parties have hereunto signed their names as of the above date.

LESSOR	
SIGNATURE	NAME OF SIGNER JEFFREY FOUSHEE
ADDRESS	
IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER Lisa H. Koch
ADDRESS	
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER Terria Heinlein
	OFFICIAL TITLE OF SIGNER Contracting Officer

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$564,459.68 (10,500 RSF/USF X \$53.7580648) shall be amortized through the rent for ten (10) years at the rate of 10%. The total annual cost of Tenant Improvements for the amortization period shall be \$89,512.52.

15. Pursuant to paragraph 3 of the lease, *Annual Rent* and *Monthly Rent*, payable on 10,500 ANSI/BOMA Rentable area is as follows:

<u>Rent Period¹</u>	<u>Shell Rent²</u>	<u>Shell Rent³</u>	<u>Operating Rent⁴</u>	<u>Amortized TIs⁵</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
01/01/10-12/31/19	\$180,319.68	\$34,585.02	\$59,745.00	\$89,512.52	\$364,162.22	\$30,346.85
01/01/20-12/31/22	\$227,884.32	\$50,308.44	\$TBD	\$00.00	\$TBD	\$TBD

¹ Rent for the period of 01/01/10 through 04/30/10 is adjusted pursuant to paragraph 16 below.

² Shell Rent for 8,874 RSF at \$20.32 per Rentable SF for years 1-10 and \$25.68 for years 11-13; these rates reflect the Base Real Estate Tax of \$1.46 per Rentable SF.

³ Shell Rent for 1,626 RSF at \$21.27 per Rentable SF for years 1-10 and \$30.94 for years 11-13; these rates reflect the Base Real Estate Tax of \$1.46 per Rentable SF.

⁴ Base Operating Rent at \$5.69 per Rentable SF for years 1-10.

⁵ Amortized TIs calculated at \$53.76 per Usable SF @ 10% for 10 years.

16. 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 \$30,318.04. The monthly shell rent is \$17,908.72. The commission credit is [REDACTED] and is calculated as follows:

Years 1-10: 10,500 RSF X \$1.00 X 10 years = \$105,000.00

GSA Credit: [REDACTED]

Studley, Inc./LaBonde Land, Inc. Commission: [REDACTED]

The monthly rent adjusted for the commission credit is 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>
01/01/10 - 01/31/10	\$30,346.85	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
02/01/10 - 02/28/10	\$30,346.85	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
03/01/10 - 03/31/10	\$30,346.85	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
04/01/10 - 04/30/10	\$30,346.85	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
05/01/10 - 05/31/10	\$30,346.85	\$17,908.72	\$-0-	\$-0-	\$30,346.85