

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-10B-07094	DATE 6/10/10	PAGE 1 of 3
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 establish the Actual Total Tenant Improvement Cost, which includes approval of change orders for tenant improvements, and adjust annual and monthly rents accordingly.

Therefore, paragraphs 3, 15 and 16 of Standard Form 2 *US Government Lease For Real Property* are hereby deleted in their entirety and replaced below, and sections I and II are hereby added:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective May 24, 2010, as follows:

- The Government shall pay the Lessor Annual Rent of \$366,902.45 at the rate of \$30,575.20 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:

Rent Breakdown (Yrs 1 - 10)	Annual Rent	Monthly Rent
Shell Rent	\$214,904.70	\$17,908.72
Operating Cost	\$59,745.00	\$4,978.75
Amortization of TIs	\$92,252.75	\$7,687.73
Full Service Rent	\$366,902.45	\$30,575.20

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

Continued on Page 2

IN WITN	as subscribed their names as of the above date.
LESSOR:	C
SIGNATURE	NAME OF SIGNER Jill Foushee
ADDRESS	
	IN PRESENCE OF
SIGNATURE	NAME OF SIGNER Lisa Koch
ADDRESS	
	UNITED STATES OF AMERICA
SIGNATURE	NAME OF SIGNER TERRIA HEINLEIN
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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 Period</u> ¹	<u>Shell Rent</u> ²	<u>Shell Rent</u> ³	<u>Operating Rent</u> ⁴	<u>Amortized TIs</u> ⁵	<u>Annual Rent</u>	<u>Monthly Rent</u>
03/10/10-03/09/20	\$180,319.68	\$34,585.02	\$59,745.00	\$92,252.75	\$366,902.45	\$30,575.20
03/10/20-03/09/23	\$227,884.32	\$50,308.44	\$TBD	\$00.00	\$TBD	\$TBD

¹ Rent for the period of 03/10/10 through 07/09/10 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 renewal option years 11-13; these rates reflect the Base Real Estate Tax of \$1.46 per Rentable SF.

³ Shell Rent for 1,826 RSF at \$21.27 per Rentable SF for years 1-10 and \$30.94 for renewal option 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 \$55.40 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 \$30,575.20. 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>
03/10/10 - 04/09/10	\$30,575.20	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
04/10/10 - 05/09/10	\$30,575.20	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
05/10/10 - 06/09/10	\$30,575.20	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
06/10/10 - 07/09/10	\$30,575.20	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
07/10/10 - 08/09/10	\$30,575.20	\$17,908.72	\$-0-	\$-0-	\$30,575.20

Continued on Page 3

- I. The following Change Order Requests, in an amount over and above the total NTP amount of \$564,459.68 have been approved by the Government and are amortized into the rent payments.

<u>COR #</u>	<u>Amount</u>	<u>Date Approved</u>
2.	\$5,161	02/11/2010
3.	\$ 311	02/11/2010
4.	\$1,659	02/11/2010
5.	\$ 572	02/11/2010
6.	\$4,784	02/11/2010
7.	\$7,150	02/11/2010
8.	\$ 830	02/11/2010
9.	(\$6,000)	N/A
10.	\$3,115	02/18/2010
11.	(\$ 317)	N/A
13.	\$1,849	03/26/2010
14.	\$ 266	03/26/2010
15.	<u>\$3,297</u>	04/26/2010
Total	<u>\$22,678</u>	

*COR #'s 1, 12 intentionally omitted

- II. The Actual Total Tenant Improvement Cost of \$581,739.44 is \$17,279.76 over and above the total NTP amount of \$564,459.68. The calculation is as follows: \$564,459.68 total NTP + \$22,678.00 net Change Orders - \$4,223.29 net change in Architect/Permit expenses - \$1,174.95 corresponding net adjustment to Lessor's Overhead and Profit.

INITIALS:

LESSOR

&

GOVT