

**LEASE AMENDMENT**

LEASE AMENDMENT NO. 1	TO LEASE NO. GS-10B-07221	DATE 9/12/12	PAGE 1 of 2
ADDRESS OF PREMISES 2608 South 47 <sup>th</sup> Street, Tacoma, WA 98408		BLDG. NO. WA7772ZZ	

**THIS AGREEMENT**, made and entered into this date by and between RATTLESNAKE MOUNTAIN DEVELOPMENT CO., LLC whose address is 8911 WEST GRANDRIDGE BLVD., SUITE C KENNEWICK, WA 99336-7126

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 establish the lease start date and commence shell and operating expense rent payments. Upon completion of tenant improvement work, the actual costs shall be reconciled and the amortization of improvements shall be documented in a subsequent Lease Amendment.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 17, 2012. As a result, Paragraphs 2, 3 and 16 of the Lease are hereby deleted in their entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning September 17, 2012 and continuing until September 16, 2027, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent per the table below, per month in arrears.

Rent Period <sup>1</sup>	Shell Rent <sup>2</sup>	Operating Rent <sup>3</sup>	Amortized Tenant Improvements	Total Annual Rent
09/17/12 - 09/16/22	\$348,500.00	\$72,250.00	\$-0-	\$420,750.00
09/17/22 - 09/16/27	\$482,290.00	\$72,250.00	\$-0-	\$554,540.00

<sup>1</sup> Rent for the period of 09/17/12 - 01/16/13 is adjusted pursuant to Paragraph 16 of the Lease. Rent will be further adjusted upon completion of Tenant Improvements, at which time the actual cost of Tenant Improvements will be amortized over the remaining firm term of the Lease.

<sup>2</sup> The Shell Rent is inclusive of 2.7341176/RSF in accordance with paragraph 15 of this SF-2.

<sup>3</sup> Base Operating Rent subject to adjustments in accordance with paragraph 10 of this SF-2.


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**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

Rattlesnake Mountain Development Co., LLC

	NAME OF SIGNER Gregory S. Markel
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IN PRESENCE OF

	NAME OF SIGNER CARLA A MARKEL
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UNITED STATES OF AMERICA

	NAME OF SIGNER TERRIA HEINLEIN
	OFFICIAL TITLE CONTRACTING OFFICER

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 \$35,062.50. The monthly shell rent is \$29,041.67. The commission credit is [REDACTED] and is calculated as follows:

[REDACTED]

GSA Credit: [REDACTED]

The monthly rent payments adjusted for the commission credit are as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Mo. Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
09/17/12 - 10/16/12	\$35,062.50	\$29,041.67	[REDACTED]	[REDACTED]	[REDACTED]
10/17/12 - 11/16/12	\$35,062.50	\$29,041.67	[REDACTED]	[REDACTED]	[REDACTED]
11/17/12 - 12/16/12	\$35,062.50	\$29,041.67	[REDACTED]	[REDACTED]	[REDACTED]
12/17/12 - 01/16/13	\$35,062.50	\$29,041.67	[REDACTED]	[REDACTED]	[REDACTED]
01/17/13 - 02/16/13	\$35,062.50	\$29,041.67	[REDACTED]	[REDACTED]	[REDACTED]

Commission Credit listed above is based on Shell and Operating Rents only. Commission Credit and Monthly Rent will be further adjusted upon completion of Tenant Improvements, at which time the actual cost of Tenant Improvements will be amortized over the remaining firm term of the Lease.

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

INITIALS: ASM LESSOR JH GOVT