

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO.: GS-10B-07230 JH
BUILDING NO.: WA7618
Page 1 of 2

ADDRESS OF PREMISES

██████████ Building
1835 Black Lake Blvd SW
Olympia, Washington 98512

THIS AGREEMENT, made and entered into this date by and between TEMPERATE PARADISE PROPERTIES LLC

whose address is: 1800 WESTLAKE AVENUE N., SUITE 305
SEATTLE, WASHINGTON 98109-2782

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 beneficial occupancy, reflect the six-month free rent period and clarify termination rights.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 1, 2014 to document substantial completion of Tenant Improvements, and space acceptance. Therefore, Paragraphs 2, 3 and 4 are hereby deleted in their entirety and replaced with the same numbered paragraphs below.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning February 1, 2014 and continuing for fifteen (15) years, subject to termination and renewal rights as may be hereinafter set forth.

Continued on Page 2

FOR THE

Signature: ██████████
Name: JACQUELINE JACOB
Title: MANAGING MEMBER
Entity Name: Temperate PARADISE Properties
Date: 2/13/14

FOR THE GOVERNMENT:

Signature: ██████████
Name: Terna Heinlein
Title: Lease Contracting Officer
Public Building Services
Date: 2/14/14

WITNESSED FOR THE LESSOR BY:

Signature: ██████████
Name: Donald Smith
Title: WITNESS
Date: 2-13-14

LESSOR JH / GOVT JH
Lease Amendment Form 07/12

- 3. The Government shall pay the Lessor Annual Rent of \$983,253.76 at the rate of \$81,937.81 per month in arrears for years 1 – 5, Annual Rent of \$1,015,156.74 at the rate of \$84,596.40 per month in arrears for years 6 – 10 and Annual Rent of \$953,197.34 at the rate of \$79,433.11 per month in arrears for years 11 – 15.

Rent Period ¹	Office Shell Rent ²	Warehouse Shell Rent ²	Office Operating Rent ³	Warehouse Operating Rent ³	Tenant Improvements	Annual Rent	Monthly Rent
02/01/14-07/31/14							\$00
08/01/14-01/31/19	\$675,304.24	\$29,792.00	\$111,567.00	\$4,480.00	\$162,110.52	\$983,253.76	\$81,937.81
02/01/19-01/31/24	\$705,859.24	\$31,139.98	\$111,567.00	\$4,480.00	\$162,110.52	\$1,015,156.74	\$84,596.40
02/01/24-01/31/29	\$801,778.74	\$35,371.60	\$111,567.00	\$4,480.00	\$0.00	\$953,197.34	\$79,433.11

¹ Rent Period 02/01/14-07/31/14 reflects initial six (6) months of free rent.

² Includes Building Specific Security and Real Estate Taxes subject to adjustments in accordance with the SFO Paragraph 4.2. Based on 32,188 RSF/USF Office Space and 5,600 RSF/USF Warehouse Space.

³ Base Operating Rent subject to adjustments in accordance with the SFO Paragraph 4.3.

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

TEMPERATE PARADISE PROPERTIES
 C/O PRIME LOCATIONS, INC.
 ACCT. # 94-004-447
 4160 6TH AVENUE SE, STE. 200
 LACEY, WASHINGTON 98503-1039

- 4. The Government may terminate this lease in whole or in part at any time on or after January 31, 2024 by giving at least 180 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

NOTE: Use of the GSA FORM 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

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

LESSOR *[Signature]* / GOVT *JH*
 Lease Amendment Form 07/12