GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT DATE: NO. 3 PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT TO LEASE NO. LWA07034 Bldg. # WA7405 ADDRESS OF PREMISES Evergreen Plaza Building 711 S. Capitol Way Olympia, Washington 98501-1237 THIS AGREEMENT, made and entered into this date by and between Evergreen Plaza Associates, LLC. 11225 SE 6th Street, Suite 220 Whose address is: Believue, WA 98004-6441 Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2010 as follows: This Supplemental Lease Agreement (SLA) Number 3 replaces Supplemental Lease Agreement (SLA) Number 2 and is issued to reflect the new square footage, adjust annual rent, adjust the tenant improvement allowance, and add three (3) surface parking spaces, and reset the tax base. Therefore, Paragraphs 1, 3, 9, and 15 are deleted in their entirety and the following substituted therefore. 1. The Lessor hereby leases to the Government the following described premises: 10,448 Rentable Square feet (RSF), yielding approximately 9,124 ANSI/BOMA Office Area Square Feet and related space located at the Evergreen Building, 711 S. capitol Way, Olympia, WA 98501-1237, together with 10 on-site surface Government reserved parking spaces (with an estimated value of \$5,400,00 annually or \$600,00 per space per year at no cost to the government), as depicted on the attached Site Plan (Exhibit A) (the "Premises") to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. Square Footage The 10,448 RSF is further described as follows: Block A - Suite 501 8,050 RSF / 7,030 USF Block B - Suite 503 1,822 RSF / 1,591 USF Block C - Suite 703 576 RSF / 503 USF Total 10,448 RSF / 9,124 USF Paragraph 3 of the Lease, as previously modified, is hereby deleted and replaced with the following paragraph 3: 3. The Government shall pay the Lessor annual rent of \$179,573.69 (\$14,964.47 monthly) for the months of July 2010 through December 2010, annual rent of \$247,563.06 (\$20,713.60 monthly) for the months January 2011 through June 2014 and annual rent of \$220,661.76 (\$18,388.48 monthly) for the months of July 2014 through June 2019. Rent for a lesser period shall be prorated. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. Page 1 of 2 LESSOR: Evergreen Plaza Associates 11 MANAGING MEURER (Title) 11225 SE 6TH STIZED #220 BELLEVUE, WA 96004 BY (Signature) IN T BY UNITE

CONTRACTING OFFICER
(Official Title)

Page 2, Continuation of Supplemental Lease Agreement #2, Lease No. GS-10B-07034

For the months of October 2010 through December 2010, rent shall be payable for Block A only as follows (See Note 1):

Rent Breakdown (Years 1 - 5)	Annual Rent	Monthly Rent
Shell Rent	\$123,245.50	\$10,270.46
Operating Cost	34,856.50	2,904.70
Amortization of TI	21,471.69	1,789.31
Full Service Rent	\$179,573.69	\$14,964.47

Note 1. No rent payable for Blocks B and C during tenant improvement construction.

For the months of January 2011 through June 2015, rent shall be payable for Blocks A, B and C as follows (See Notes 1, 2 and 3):

Rent Breakdown (Years 1 - 5)	Annual Rent	Monthly Rent
Shell Rent	\$164,611.00	\$13,717.58
Operating Cost	45,239.84	3,769.99
Amortization of TI	38,712.22	3,226.02
Full Service Rent	\$248.563.06	\$20.713.59

Note 1. Commencement of rent for Blocks B and C is subject to completion of tenant improvements and beneficial occupancy. Upon beneficial occupancy, a reconciliation of tenant improvement costs will be performed and adjustments made to the rent schedule.

Note 2. Operating Costs are based on Blocks A, B and C totaling 10,448 RSF.

Note 3. Amortization of TI's are based on:

Block	TI Amount	Amortization Rate	Term	Annual	Monthly
A	\$94,816.69	5%	60 mos.	\$21,471.69	\$1,789.31
B & C	69,345.00	5%	54 mos.	17,240.53	1,436.71
Total	\$167,761.69			\$38,712.22	\$3,226.02

For the months of July 2015 through June 30, 2020, rent shall be payable as follows:

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Rent Breakdown (Years 6 - 10)	Annual Rent	Monthly Rent	
Shell Rent	\$175,421.92	\$14,618.49	
Operating Cost	45,239.84	3,769.99	
Amortization of TI	0.00	0.00	
Full Service Rent	\$220,661.76	\$18,388.48	

Rent checks shall be made payable to:

EVERGREEN PLAZA ASSOCIATES, LLC 11225 SE 6th Street, Suite 220 Bellevue, Washington 98004-6441

- **9.** TAX ADJUSTMENT: Pursuant to Paragraph 3.9, "Tax Adjustment (AUG 2008)," for purposes of tax escalation, the Government occupies 10,448 / 94,335 (11.075%) rentable square feet. Base year taxes are established at \$16,450.00. Taxes shall be increased or decreased from the base pursuant to annual adjustments per Section 3.9 of the SFO. The tax parcel number is identified as 78500800300.
- 15. <u>TENANT IMPROVEMENT ALLOWANCE</u>: The rental rate in Paragraph 3 of the Lease per SLA 2 includes Tenant Improvement Costs in the amount of \$94.816.69 amortized over 50 months at an interest rate of 5% for Block A and \$69,345.00 amortized over 54 months at an interest rate of 5% for Blocks B and C.

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

Government Date

sor Date

GSA Form 276 (Jul.67)