

GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 1

DATE: ~~01/28/2010~~ *JH*

2/4/10

TO LEASE NO. LWA07062 Bldg. # WA975

ADDRESS OF PREMISES Northview Corporate Center
20700 44th Avenue West
Lynnwood, Washington 98036

THIS AGREEMENT, made and entered into this date by and between **Northview Corporate Center, LLC.**

Whose address is: One Market Plaza,
Steuart Tower #1010
San Francisco, CA 94105

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 January 19, 2010 as follows:

This Supplemental Lease Agreement (SLA) Number ^{*1*}~~2~~ is issued to adjust annual rents to the rental rates shown below and modify the Government's Commission Credit. Therefore the following changes have been made to the Standard Form 2 ("SF2").

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 \$12,435.73 for months 1-6, 35,845.67 for months 7-12 for a total of \$289,688.38 per annum for year 1; \$35,845.67 per month in years 2-3 for a total of \$430,148.03 per annum in years 2-3; \$38,011.92 per month in years ~~4-5~~ for a total of \$456,143.03 per annum for years 4-8; \$40,178.17 per month for year 9-10 for a total of \$482,138.03 per annum for year 9-10. Rent for a lesser period shall be prorated.

	Annual (1)	Months 1-6	Months 7-12	Annual (2)	Monthly (2)	Annual (3)	Monthly (3)	Annual (4)	Monthly (4)	Annual (5)	Monthly (5)
Shell Rental Rate	\$ 94,795.10	\$ -	\$ 15,799.18	\$ 189,590.20	\$ 15,799.18	\$ 189,590.20	\$ 15,799.18	\$ 215,585.20	\$ 17,965.43	\$ 215,585.20	\$ 17,965.43
TI Rental Rate	\$ 149,228.73	\$ 12,435.73	\$ 12,435.73	\$ 149,228.73	\$ 12,435.73	\$ 149,228.73	\$ 12,435.73	\$ 149,228.73	\$ 12,435.73	\$ 149,228.73	\$ 12,435.73
Base Operating Cost	\$ 45,664.55	\$ -	\$ 7,610.76	\$ 91,329.10	\$ 7,610.76	\$ 91,329.10	\$ 7,610.76	\$ 91,329.10	\$ 7,610.76	\$ 91,329.10	\$ 7,610.76
Full Service Rent	\$ 289,688.38	\$ 12,435.73	\$ 35,845.67	\$ 430,148.03	\$ 35,845.67	\$ 430,148.03	\$ 35,845.67	\$ 456,143.03	\$ 38,011.92	\$ 456,143.03	\$ 38,011.92
	Annual (6)	Monthly (6)	Annual (7)	Monthly (7)	Annual (8)	Monthly (8)	Annual (9)	Monthly (9)	Annual (10)	Monthly (10)	
Shell Rental Rate	\$ 364,813.93	\$ 30,401.16	\$ 364,813.93	\$ 30,401.16	\$ 364,813.93	\$ 30,401.16	\$ 390,808.93	\$ 32,567.41	\$ 390,808.93	\$ 32,567.41	
TI Rental Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Base Operating Cost	\$ 91,329.10	\$ 7,610.76	\$ 91,329.10	\$ 7,610.76	\$ 91,329.10	\$ 7,610.76	\$ 91,329.10	\$ 7,610.76	\$ 91,329.10	\$ 7,610.76	
Full Service Rent	\$ 456,143.03	\$ 38,011.92	\$ 456,143.03	\$ 38,011.92	\$ 456,143.03	\$ 38,011.92	\$ 482,138.03	\$ 40,178.17	\$ 482,138.03	\$ 40,178.17	

IN [REDACTED] described their names as of the above date.

BY [REDACTED]

President
(Title)

IN THE [REDACTED]
BY [REDACTED]

One Market, Suite 1010, San Francisco, CA 94105
(Address)

UN [REDACTED]
BY [REDACTED]

CONTRACTING OFFICER
(Official Title)

Paragraph 12 of the Lease, as previously modified, is hereby deleted, and replaced with the following paragraph 12:

In accordance with SFO paragraph 3.3 entitled "Tenant Improvement Rental Adjustment," Tenant Improvements in the total amount of \$700,708.50 shall be amortized through the rent for 5 years at the rate of 2.50%. The total annual cost of Tenant Improvements for the amortization period shall be \$149,228.73. Upon completion and acceptance of construction of the Tenant Improvement, the gross rental rate and Tenant Improvement allowance shall be reconciled per SFO paragraph 3.3 entitled "Tenant Improvement Rental Adjustment.: There will be a lump sum TI payment of \$53,337.90, against PDN identifier # PS0016359 for process of payment for remaining TI expenses above TI allowance in lease.

Paragraph 25 of the Lease, as previously modified, is hereby deleted, and replaced with the following paragraph 25:

25. The Lessor and the Broker have agreed to a cooperating lease commission of \$1.20 per rentable square foot of the firm term value of this lease. The total amount of the commission is [REDACTED] ([REDACTED] / RSF*17,330 RSF). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph ³ ~~44~~ of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the seventh month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

Year 1: Seventh Month's Rental Payment ^{35,845.67} ~~\$36,792.31~~ minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted seventh's month's rent. *MS JA*

Year 1: Eighth Month's Rental Payment ^{35,845.67} ~~\$36,792.31~~ minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted eighth month's rent. *MS JA*

JW
Government
2/4/10
Date

[Signature]
Lessor
2/3/10
Date