

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. LWA07062 Bldg #WA7975	DATE 9/13/10	PAGE 1 of 3
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ADDRESS OF PREMISES  
Northview Corporate Center, 20700 44<sup>th</sup> Avenue West, Lynnwood, WA 98036-7742

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

whose address is: 20700 44<sup>th</sup> Ave W  
Lynnwood, WA 98036-7742

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 date of beneficial occupancy of the Government leased space as of **April 5, update the address of the lessor per paragraph 27**, adjust tenant improvement allowance and lump sum payment, and commence rental payments. The following paragraphs are hereby replaced or added: Paragraphs 2, 3, 12, 26, and 27.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 5, 2010.

Paragraph 2 of the lease is amended by deleting the existing text and substituting, in lieu thereof, the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning **April 5, 2010 through April 4, 2020**, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 of the Lease, as previously modified in SLA 1, is hereby deleted and replaced with the following:

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.

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

<b>LESSOR</b>	
SIGNATURE	NAME OF SIGNER
ADDRESS	

<b>IN PRESENCE OF</b>	
SIGNATURE	NAME OF SIGNER
ADDRESS	

<b>UNITED STATES OF AMERICA</b>	
	NAME OF SIGNER <b>TERRIA HEINLEIN</b>
	OFFICIAL TITLE <b>CONTRACTING OFFICER</b>

GSA Lease No. GS-10B-07062  
 Supplemental Lease Agreement No. 3  
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	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

Rent checks shall be payable to:

One Market Plaza  
 Spear Tower  
 1 Market Plaza, Ste 4125  
 San Francisco, CA 94105-1101

Paragraph 12 of the lease is deleted in its entirety and replaced with the following:

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 \$78,507.37 (excess TI costs above the Tenant Improvement Allowance plus approved Change orders 1-10, against PDN identifier # PS0016359 for process of payment for remaining TI expenses above TI allowance in lease). "

Paragraph 26 is added to this lease to state the following:

26. In separate correspondence dated December 7, 2009, the Government issued a Notice to Proceed Letter for Tenant Improvements in the amount of \$700,708.50. The total costs for tenant improvements are \$779,215.87, broken out as follows:

- o Tenant Improvement Costs \$717,554.48
- o Change Orders \$61,661.39

Breakdown of Tenant Improvement Costs are as follows:

Construction	662,216.35
Architect / Engineering	18,232.61
CM Fees	37,105.52
<b>Total Proposed TI Price</b>	<b>717,554.48</b>
To be applied against Tenant Improvement Allowance	(700,708.50)
<b>Excess Costs to be paid Lump Sum</b>	<b>16,845.98</b>

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Change Orders	Description	Exhibit	Cost
Change Order 1	Tele/Data Conduit	A1 - A3	██████
Change Order 2R	Generator design, enclosure, permit	B	██████
Change Order 3	TV Changes	C	██████
Change Order 4	Door closer, ADT elec., Server Room lights, backboards	D	██████
Change Order 5	Server Room: Reverse door, add outlets, UPS engineering	E	██████
Change Order 6R	UPS distribution design, permit fees	F1 - F2	██████
Change Order 7	UPS electrical distribution	G	██████
Change Order 8R	Backsplashes, light, blinds, signage, floor waxing, paper towel dispensers, structural engineering	H1 - H2	██████
Change Order 9	Server Room floor sealer, soap dispensers	I	██████
Change Order 10	Keying, additional security	J	██████

**Total Change Order Costs to be paid Lump Sum** **61,661.39**

The invoice should be submitted electronically to ([www.finance.gsa.gov](http://www.finance.gsa.gov)) or sent to the addresses below:  
General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to GSA's Real Estate Acquisition Division at the following address:

General Services Administration  
400 15<sup>th</sup> Street SW, 10PRA  
Auburn, WA 98001-6599

A proper invoice must include the following information:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN #: PS0016359

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Paragraph 27 is added to this lease to state the following:

27. Per attached forms 3518 and ACH; the lessor hereby changes their address to the following; effective immediately:

One Market Plaza  
Spear Tower  
1 Market Plaza, Ste 4125  
San Francisco, CA 94105-1101

**All other terms and considerations of the lease shall remain in full force and effect unless otherwise amended.**