

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. **GS-10B-07072** **WA7976**

ADDRESS OF PREMISES Bellevue Pacific Center
188 106th Avenue NE
Bellevue WA 98004

Page 1 of 4

THIS AGREEMENT, made and entered into this date by and between I & G Bellevue, L.L.C., a Delaware limited liability company

whose address is 200 East Randolph St.
Chicago, IL 60601-0000

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 add Suite 620 to the leased premises.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 15, 2013, as follows: Paragraph 16 shall be deleted in its entirety and Paragraphs 1, 2, 3, 4, 5, 8, 9, 10, and 11 shall be deleted in their entirety and replaced with the following:

Paragraph 1. The Lessor hereby leases to the Government the following described premises:

A total of 15,930 rentable square feet (RSF) of office and related space, which yields 13,500 ABOA Office Area square feet (ABOA) of office space at Bellevue Pacific Center, 188 106th Ave. NE, Bellevue, WA 98004, to be used for such purposes as determined by the General Services Administration. In addition, Lessor leases to the Government six (6) reserved, structured parking spaces. The premises are demised as follows:

Suite 620	Suite 660	Total
3,298 RSF	12,632 RSF	15,930 RSF
2,795 ABOA	10,705 ABOA	13,500 ABOA
1 Parking Stall	5 Parking Stalls	6 Parking Stalls

Continued on Page 2.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE

Signature:

Name: Michelle Rubin
Title: vice President
Entity Name: I & G Bellevue, LLC
Date: 12/5/12

FOR THE

Signature:

Name: Terra Heinlein
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/13/12

WITNESSED FOR THE LESSOR BY:

Signature:

Name: [Redacted]
Title: Senior Analyst
Date: 12/5/2012

Paragraph 2.

Suite 660: TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 1, 2010 and continuing through October 31, 2020, subject to termination and renewal rights as may be hereinafter set forth.

Suite 620: TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 15, 2013 and continuing through January 14, 2018.

Paragraph 3. The Government shall pay Lessor annual rent according to the following schedule.

Rent Period	Suite No.	Shell Rent	Op. Rent(1)	TIA Amort.	Parking (2)	Total
1/15/13-10/31/15	660	\$ 265,777.28	\$ 88,742.40	\$ 81,542.96	\$11,115.00	\$ 447,177.64
	620	<u>90,695.00</u>	<u>23,169.13</u>		<u>2,223.00</u>	<u>116,087.13</u>
		\$ 356,472.28	\$111,911.53	\$ 81,542.96	\$13,338.00	\$ 563,264.77
11/1/15-10/31/16	660	\$ 358,622.48	\$ 88,742.40		\$11,115.00	\$ 458,479.88
	620	<u>93,630.22</u>	<u>23,169.13</u>		<u>2,223.00</u>	<u>119,022.35</u>
		\$ 452,252.70	\$111,911.53		\$13,338.00	\$ 577,502.23
11/1/16-10/31/17	660	\$ 371,254.48	\$ 88,742.40		\$11,115.00	\$ 471,111.88
	620	<u>96,928.22</u>	<u>23,169.13</u>		<u>2,223.00</u>	<u>122,320.35</u>
		\$ 468,182.70	\$111,911.53		\$13,338.00	\$ 593,432.23
11/1/17-1/14/18	660	\$ 383,886.48	\$ 88,742.40		\$11,115.00	\$ 483,743.88
	620	<u>100,226.22</u>	<u>23,169.13</u>		<u>2,223</u>	<u>125,618.29</u>
		\$ 484,112.70	\$111,911.53		\$13,338.00	\$ 609,362.23
1/15/18-10/31/18	660	\$ 383,886.48	\$ 88,742.40		\$11,115.00	\$ 483,743.88
11/1/18-10/31/19	660	\$ 396,518.48	\$ 88,742.40		\$11,115.00	\$ 496,375.88
11/1/19-10/31/20	660	\$ 409,150.48	\$ 88,742.40		\$11,115.00	\$ 509,007.88

(1) Subject to adjustments in accordance with the SFO paragraph 4.3, the amounts do not include adjustments beyond 11/1/11.

(2) The amount for annual parking will be adjusted a maximum of one time per lease year to 95% of the market rate and the corresponding adjusted Annual Rent shall be documented by Lease Amendment.

The Lessor will be responsible for providing notification of the change in parking rates within 30 days rate change.

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

I&G Bellevue, L.L.C.
 c/o LaSalle Investment Management
 I&G Bellevue Lockbox Account [REDACTED]
 200 East Randolph
 Chicago, IL 60601-6436

Continued on Page 3

MLK , JH
 Lessor Gov't.

Paragraph 4. The Government may terminate this Lease at any time after January 14, 2018 by providing Lessor 180 days' written notice to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed with the day after the date of mailing.

Paragraph 5. The lease for Suite 620 may be renewed at the option of the Government, for the following terms and at the following rentals:

Rent Period	Shell Rent	Op. Rent (1)	Parking Rent (2)	Total
1/15/18-10/31/18	\$ 100,226.22	\$ 23,169.13	\$ 2,223.00	\$ 125,618.35
11/1/18-10/31/19	\$ 103,524.22	\$ 23,169.13	\$ 2,223.00	\$ 128,916.35
11/1/19-10/31/20	\$ 106,822.22	\$ 23,169.13	\$ 2,223.00	\$ 132,214.35

(1) Subject to adjustments in accordance with the SFO paragraph 4.3, the amounts do not include adjustments beyond 11/1/11.

(2) The amount for annual parking will be adjusted a maximum of one time per lease year to 95% of the market rate and the corresponding adjusted Annual Rent shall be documented by Lease Amendment. The Lessor will be responsible for providing timely notification of the change in parking rates.

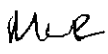

Paragraph 8.

Suite 660: In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$335,130.94 shall be amortized through the rent for the period of November 1, 2010 through October 31, 2015 at the rate of 8% per annum. The total annual cost of Tenant Improvements for the amortization period shall be \$81,542.96.

Suite 620: Lessor shall provide turnkey building standard improvements in accordance with the following scope of work:

1. Paint the suite.
2. Provide an opening between Suite 620 and Suite 660 at a location designated by the Government.
3. An office currently exists within Suite 620 that has two doors accessing the office. Within that office, Lessor shall construct a wall that divides the office into approximately two equal size offices and install electrical outlets on each side of that wall.
4. Convert/add approximately five electrical outlets to whips for new furniture. The locations to be determined by the Government.
5. Run conduit for security to doors into the corridor from Suite 620.
6. Add conduit for an additional camera on new door.
7. Provide boxes with pull strings for phone and lan cabling.
8. Remove glass and fill in wall next to corridor door in expansion space.
9. Provide construction and as-built drawings.

Continued on Page 4

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Paragraph 9.

In accordance with SFO paragraph 4.2 entitled *Tax Adjustment*, and pursuant to GSA Form 1217 Lessor's Annual Cost Statement, Base Real Estate Taxes shall be formally established at \$2.24 per RSF. Base Real Estate taxes will be adjusted in accordance with the SFO paragraph 4.2. The tax parcel number is 292505-9048-08.

Paragraph 10.

In accordance with the SFO subparagraph 4.2 B.9 entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 14.56% allocated as follows:

Suite	RSF	Bldg. Total RSF	Percent of Occupancy
660	12,632	109,377	11.54
620	3,298	109,377	3.02
Total	15,930	109,377	14.56

Paragraph 11.

In accordance with the SFO paragraph entitled 4.3 *Operating Costs Base*, the escalation base is established as \$7.03/RSF. Base Operating Costs will be adjusted in accordance with the SFO paragraph 4.3.

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

MUR / JA
Lessor Gov't.