

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-10B-07094	DATE DEC 17 2009	PAGE 1 of 3
ADDRESS OF PREMISES 12010 SE 32 ND Street, Suite B, Bellevue, WA 98005-4121		BLDG NO. WA7981	

THIS AGREEMENT made and entered into this date by and between NEWPORT SHORES VISTA, LLC

whose address is 12010 SE 32ND ST STE A
BELLEVUE, WA 98005-4121

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, dated October 8, 2009, to modify the term, increase the square footage, revise the rent payments, Percentage of Occupancy, Common Area Factor and Tenant Improvement Allowance, establish the rental rate for the expansion space, revise the broker commission and make the corresponding adjustments to the rent payments.

Therefore, paragraphs 1, 2, 3, 5, 8, 10, 11, 12, 15, 16 of Standard Form 2 *US Government Lease For Real Property* are hereby deleted in their entirety and replaced below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective January 1, 2010, as follows:

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

A total of 10,500 rentable square feet (RSF) consisting of 5,250 RSF office space on the upper floor and 5,250 RSF warehouse space on the lower floor at Newport Shores Vista, 12010 SE 32ND Street, Suite B, Bellevue, WA 98005-4121 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are eight (8) parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2010 and continuing through December 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

Continued on Page 2

IN	OF, the parties subscribed their names as of the above date.
LE	RES VISTA, LLC
SIG	NAME OF SIGNER <u>JEFF. FOSTER</u>
ADDRE	
	IN PRESENCE OF
	NAME OF SIGNER <u>LECH ANDERSON</u>
	UNITED STATES OF AMERICA
SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER <u>TERRIA HEINLEIN</u> <u>CONTRACTING OFFICER</u>

15. Pursuant to paragraph 3 of the lease, *Annual Rent* and *Monthly Rent*, payable on 10,500 ANS/BOMA Rentable area is as follows:

<u>Rent Period¹</u>	<u>Shell Rent²</u>	<u>Shell Rent³</u>	<u>Operating Rent⁴</u>	<u>Amortized TIs⁵</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
01/01/10-12/31/19	\$180,319.68	\$34,585.02	\$59,745.00	\$83,388.17	\$358,037.87	\$29,836.49
01/01/20-12/31/22	\$227,864.32	\$50,308.44	\$TBD	\$00.00	\$TBD	\$TBD

¹ Rent for the period of 01/01/10 through 04/30/10 is adjusted pursuant to paragraph 16 below.

² Shell Rent for 8,874 RSF at \$20.32 per Rentable SF for years 1-10 and \$25.68 for years 11-13; these rates reflect the Base Real Estate Tax of \$1.46 per Rentable SF.

³ Shell Rent for 1,626 RSF at \$21.27 per Rentable SF for years 1-10 and \$30.94 for years 11-13; these rates reflect the Base Real Estate Tax of \$1.46 per Rentable SF.

⁴ Base Operating Rent at \$5.69 per Rentable SF for years 1-10.

⁵ Amortized TIs calculated at \$50.08 per Usable SF @ 10% for 10 years.

16. Adjusted monthly rent payments (application of commission credit):

The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per SFO subparagraph 2.3 B. The Monthly Rent is \$29,836.49. The monthly shell rent is \$17,908.72. The commission credit is [REDACTED] and is calculated as follows:

Years 1-10: 10,500 RSF X \$1.00 X 10 years = \$105,000.00
 GSA Credit: [REDACTED]
 Studley, Inc./LaBonde Land, Inc. Commission: [REDACTED]

The monthly rent adjusted for the commission credit is as follows:

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Mo. Shell Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
01/01/10 - 01/31/10	\$29,836.49	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
02/01/10 - 02/28/10	\$29,836.49	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
03/01/10 - 03/31/10	\$29,836.49	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
04/01/10 - 04/30/10	\$29,836.49	\$17,908.72	[REDACTED]	[REDACTED]	[REDACTED]
05/01/10 - 05/31/10	\$29,836.49	\$17,908.72	\$-0-	\$-0-	\$29,836.49

INITIALS: VGSA FORM 276 (REV. 8/2008)
 LESSOR & GOVT