

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 7	TO LEASE NO. GS-10B-07112 BLDG NO. WA7988	DATE 2/8/2013	PAGE 1 of 3
ADDRESS OF PREMISES: Everett Business Park, Building X, 9930 Evergreen Way Everett, WA 98204			

THIS AGREEMENT, made and entered into this date by and between EBP BUILDING X, LLC

whose address is 9930 EVERGREEN WAY, STE X-100
EVERETT, WA 98204

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 document beneficial occupancy, acceptance of space, correct the number of parking spaces, and correct the commission credit. Therefore, Paragraphs 1, 2, 3, and 17 are deleted in their entirety and replaced with the same numbered paragraphs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective, October 18, 2012 as follows:

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

A total of 7,408 rentable square feet (RSF) of office and related space, which yields 6,702 ANSI/BOMA Office Area square feet (USF) of space at Everett Business Park – Building X – 9930 Evergreen Way, Everett, WA 98204 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 10 reserved surface parking spaces for the use of Government employees and patrons, with the ability to add one more space over the term of the lease.

2. The Lessor hereby agrees to the Government the following described term:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 18, 2012 and continuing through October 17, 2027, subject to termination and renewal rights as may be hereinafter set forth."

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

LESSOR - EBP BUILDING X, LLC	
SIGNATURE	NAME OF SIGNER CHARLES D. MOHSENI
ADDRESS	9930 EVERGREEN WAY, STE X-100 EVERETT WA 98204
IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER Peggy Swenson
ADDRESS	9930 Evergreen Way, Suite X-100, Everett, WA 98204
UNITED STATES OF AMERICA	
	NAME OF SIGNER TERRIA HEINLEIN
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

3. The Lessor hereby agrees to the Government the following described rent:

The Government shall pay the Lessor annual rent of \$172,287.71 at the rate of \$14,357.31 per month in arrears for years 1 – 5, \$187,103.71 at the rate of \$15,591.97 per month arrears for years 6 – 10, and \$209,330.20 at the rate of \$17,444.18 per month arrears for years 11 – 15.

For months 1 through 4, monthly rent shall be reduced by the amount of commission credit agreed to in this lease, and shall be paid based upon the adjusted schedule stated in Paragraph 17 herein.

For months 5 through 60, rent shall be structured as follows:

Rent Breakdown (Years 1- 5)	Annual Rent	Monthly Rent
Shell Rent	\$ 89,488.64	\$ 7,457.39
Operating Cost	\$ 45,094.84	\$ 3,757.90
Amortization of TI	\$ 37,704.23	\$ 3,142.02
Full Service Rent	\$172,287.71	\$14,357.31

For months 61 through 120, rent shall be structured as follows:

Rent Breakdown (Years 6- 10)	Annual Rent	Monthly Rent
Shell Rent	\$104,304.64	\$ 8,692.05
Operating Cost	\$ 45,094.84	\$ 3,757.90
Amortization of TI	\$ 37,704.23	\$ 3,142.02
Full Service Rent	\$187,103.71	\$15,591.97

For months 121 through 180, rent shall be structured as follows:

Rent Breakdown (Years 11- 15)	Annual Rent	Monthly Rent
Shell Rent	\$164,235.36	\$13,686.28
Operating Cost	\$ 45,094.84	\$ 3,757.90
Full Service Rent	\$209,330.20	\$17,444.18

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

EBP BUILDING X LLC
9930 EVERGREEN WAY, STE X-100
EVERETT, WA 98204

17. The Lessor hereby agrees to the following commision and commission credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. 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 of this Supplemental Lease Agreement # 7, 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

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First Month's Rental Payment of \$14,357.31 minus one fourth of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$14,357.31 minus one fourth of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$14,357.31 minus one fourth of the Commission Credit [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment of \$14,357.31 minus one fourth of the Commission Credit [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent."

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

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".



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