

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
NO.5

DATE

8/6/12

TO LEASE NO.  
GS-10B-07227 BLDG. WA8026

ADDRESS OF PREMISES, 3809 Broadway, Everett, WA 98201-5031

THIS AGREEMENT, made and entered into this date by and between **CEP-EMS 07, LLC:**

whose address is 2829 Rucker Avenue, Suite 100  
Everett, WA 98201-3456

Herein after 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 beneficial occupancy, establish the termination dates, and restate the rent table and commission and commission paragraph for the above mentioned premises:

NOW THEREFORE, said Lease is amended effective, May 10, 2012, as follows;

**Paragraph 2 of the SF2 is hereby deleted in its entirety and replaced with the following:**

9. **TO HAVE AND TO HOLD** the premises with their appurtenances for the term beginning on May 10, 2012 through May 9, 2027, for a term of fifteen (15) years, with a firm term of (10) years, subject to termination and renewal rights as may be hereinafter set forth.

CONTINUED ON PAGE 2

IN W [REDACTED] names as of the above date.

LESSOR: CEP-EMS 07, LLC

THOMAS P. HOBAN, JR.

Manager

BY

(Signature)

AS SR VP COAST REAL ESTATE 2829 RUCKER AVE, #100  
BRETT A. CARTON EVERETT, WA 98201

(Address)

UNITED STATES OF AMERICA ADMINISTRATION

BY

Lease Contracting Officer

(Official Title)

Paragraph 3 of the SF2 is hereby deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent as follows:

YEAR	SHELL	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rents	Total Monthly Rent
5/10/2012 – 5/9/2022	\$226,478.12	\$78,067.53	\$71,591.86	\$376,137.51	\$31,344.79
5/10/2022-5/9/2027	\$270,282.60	\$78,067.53	\$0	\$348,350.13	\$29,029.18

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CEP-EMS 07, LLC  
2829 Rucker Avenue, Suite 100  
Everett, WA 98201-3456

Paragraph 4 of the SF2 is hereby deleted in its entirety and replaced with the following:

4. The Government may terminate this lease in whole or in part effective any time after May 10, 2022, of this lease giving at least one hundred twenty (120) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 7 of the SF2 is hereby deleted in its entirety.

Paragraph 20 of the SF2 is hereby deleted in its entirety and replaced with the following:

**20. COMMISSION AND COMMISSION CREDIT:**

In accordance with SFO paragraph 2.3, Broker Commission and Commission Credit, CBRE inc., is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] for years 1 through 5 of the firm term value of this lease and [REDACTED] for years 6 through 10 of the firm term value of this lease ("Commission"). The total amount of the commission is [REDACTED]. The Commission is earned upon lease execution and payable (i) one half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in paragraph 2.3, only [REDACTED] which is [REDACTED] percent of the commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] percent of the Commission Credit, shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured.



First Month's Rental Payment \$31,344.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$31,344.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second Month's Rent

Third Month's Rental Payment \$31,344.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third Month's Rent

Full rent consideration will be paid beginning month four.

All other terms and conditions remain in full force and effect

 &   
Govt Lessor