

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. **GS-10B-07237** BLDG NO. **WA7773ZZ**

ADDRESS OF PREMISES

13510 Aurora Avenue North, Suite B
Seattle, WA 98133

THIS AGREEMENT, made and entered into this date by and between AURORA CORNER, LLC

whose address is 2310 130TH AVENUE NE, SUITE 202
BELLEVUE, WA 98005-1761

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

WHEREAS, the parties hereto desire to reconcile Tenant Improvement costs and payments as well as order additional improvements (installation of paging system in the lobby and an additional 20-amp receptacle) in the dollar amount of \$2,844.15 as detailed in Exhibit A to this lease. These costs shall be amortized over the remaining firm term of the lease beginning January 10, 2013. Additionally, Government shall withhold from rental payment a one-time lump sum of \$2,473.44 for overpayment of Tenant Improvement amortization (\$2,434.16) during the period from Aug, 11, 2011 through Sept 20, 2012, plus Commission Credit (\$39.28) due the Government as detailed in Exhibit B and C to this Lease Amendment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective January 10, 2013 as follows:

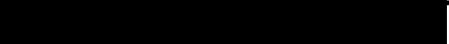
- I. The Government hereby orders additional Tenant Improvements as attached as Exhibit A.
- II. The Lessor hereby waives restoration as a result of all improvements.
- III. Paragraphs 3, 8 and 19 are deleted in their entirety and replaced with the paragraphs below.


Paragraph 3: The Government shall pay the Lessor rent as follows:

	Shell Rent	Operating Costs*	Taxes	TI's	Annual Rent*	Monthly Rent*
8/10/12-1/9/13	\$ 93,737.31	\$ 21,191.96	\$ 15,789.55	\$ 23,700.61	\$154,419.43	\$12,868.29
1/10/13-8/9/13	\$ 93,737.31	\$ 21,191.96	\$ 15,789.55	\$ 24,584.65	\$155,303.47	\$12,941.96
8/10/13-8/9/14	\$ 96,549.43	\$ 21,191.96	\$ 15,789.55	\$ 24,584.65	\$158,115.58	\$13,176.30
8/10/14-8/9/15	\$ 99,445.91	\$ 21,191.96	\$ 15,789.55	\$ 24,584.65	\$161,012.05	\$13,417.67
8/10/15-8/9/16	\$ 102,429.29	\$ 21,191.96	\$ 15,789.55	\$ 24,584.65	\$163,995.42	\$13,666.29
8/10/16-8/9/17	\$ 105,502.17	\$ 21,191.96	\$ 15,789.55		\$142,483.68	\$11,873.64
8/10/17-8/9/18	\$ 108,667.23	\$ 21,191.96	\$ 15,789.55		\$145,648.74	\$12,137.40
8/10/18-8/9/19	\$ 111,927.24	\$ 21,191.96	\$ 15,789.55		\$148,908.75	\$12,409.06
8/10/19-8/9/20	\$ 115,285.06	\$ 21,191.96	\$ 15,789.55		\$152,266.57	\$12,688.88
8/10/20-8/9/21	\$ 118,743.61	\$ 21,191.96	\$ 15,789.55		\$155,725.12	\$12,977.09

*This figure does not include annual CPI Operating Cost adjustment beyond August 10, 2012, as specified in Paragraph 10 of the lease.

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

FOR THE 
Signature: _____
Name: Martin Smith
Title: Managing Member
Entity Name: Aurora Corner LLC
Date: 1/16/2013

FOR THE 
Signature: _____
Name: Terria Heinlein
Title: Lease Contracting Officer
Entity Name: GSA, Public Building Service
Date: 2/6/13

WITNESSE  BY:
Signature: _____
Name: Grant Rubenstein

Title: Leasing Broker
Date: 1/16/2013

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Shell rent increases 3% annually. Operating Costs are subject to CPI adjustments. Real Estate Taxes are subject to adjustment. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Aurora Corner, LLC, 2310 130th Avenue NE, Suite 202, Bellevue, WA 98005-1761.

Paragraph 8. In accordance with SFO No. 6WA0432, Paragraph 3.2 entitled Tenant Improvements Included in Offer, upon completion and acceptance of the tenant improvements by an authorized Government official; actual final Tenant Improvement costs shall be reconciled and memorialized in a Lease Amendment. The initial tenant build out cost of \$102,160.63 will be amortized at a rate of 6.0% over the firm term of five (5) years. The annual amortized amount of the initial Tenant Improvements is \$23,700.61. The additional tenant build out cost of \$2,844.15 is amortized at a rate of 6.0% over the remainder of the firm term of 43 months. The additional annual amortized amount of Tenant Improvements is \$884.04, for a total annual amortized amount of Tenant Improvements is \$24,584.65 effective January 13, 2013.

Paragraph 19. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial term of the lease or [REDACTED]. 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, or [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming part of this Lease.

Paragraph 20. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The credit is incorporated in the commission calculation in Paragraph 19 above as well as Exhibit C attached. The reduction in shell rent shall commence with the first month of the rental payments and will continue until the commission credit as been accounted utilized.

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10B-07237 as amended by Supplemental Lease Agreement(s) and GSA Form 3517 General Clauses.

Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Supplemental Lease Agreement. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Lease Amendment Number #2 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

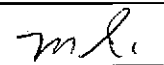
Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

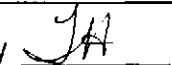
Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations by January 10, 2013. The Lessor shall confirm receipt, in writing, of NTP.

Change Orders: The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

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".

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


Lessor


Gov't