GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. **GS-10B-07244**

BUILDING NO. WA7774
Page 1 of 2

ADDRESS OF PREMISES: 151 SW 156TH STREET BURIEN, WA 98166-4503

THIS AGREEMENT, made and entered into this date by and between THE 1984 LEVIN LIVING TRUST DATED JULY 31, 1984

whose address is C/O MARTIN M. EISENBERG

177 BOVET ROAD, SUITE 600 SAN MATEO, CA 94402-3116

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 approve pricing for Tenant Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 18, 2013, as follows:

I. The following separate correspondence have been approved by GSA as dated:

Date of issuance	Document	An	nount
October 15, 2012	Lease Amendment No. 2 - NTP	\$2	07,092.55
November 5, 2012	NTP Letter for Change Order #1	\$	225.60*
December 10, 2012	Lease Amendment No. 3*	\$	1,306.31*
*Lease Amendment #3 includes COR#1	(\$225.60) & COR#3 (\$1,306.31)		
February 20, 2013	Lease Amendment No. 4	\$	9,115.15

This Lease Amendment No. 5 is issued to approve Change Order No. 11 and incorporate it into the Lease, in the total amount of \$1,126.43.

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IN WITNESS WHER	as of the below date.
Signature: Name: MARTIN Title:CO-TRUSTEE Entity Name: LEVIN BYPASS TRUST; LEVIN MARTIAL Date: TRUST; LEVIN SURVIVOR'S TRUST DATE: TUNES 25, 2013	FOR THE Signature: Name: Terria Heinlein Title: Lease Contracting Officer GSA, Public Buildings Service Date: 7/11/13
Signature: Name: JOHN B. SIMONS Title: WITNESS FOR LESSON SIGNATURE Date: 177 BOVET RD. # 600; SAN WATED, CA. DATE: TUNE 25, 2013	

The total cost of the tenant improvements is hereby increased to \$218,866.04 of which \$194,103.39 will be amortized over 9 years of the 10-year firm term of the lease and \$24,762.65 will be paid via lump sum. This amount shall include all materials, labor, taxes and overhead and the Lessor is to complete the work to the Government's satisfaction. This change order is hereby attached and made a part of the Lease as Exhibit A (3 pages). Completion of construction shall be no later than March 31, 2013.

II. The Lessor hereby waives restoration as a result of all improvements.

NOTE: Use of the GSA FORM 276, Supplemental Lease Agreement (SLA) 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 full force and effect.

