

JUN 19 2012

## SECOND AMENDMENT TO LEASE

THE DEFENDER ASSOC.

THIS SECOND AMENDMENT TO LEASE (this "**Amendment**") is dated solely for reference purposes as of May 30, 2012 and is entered into by and between I&G CENTRAL, L.L.C., a Delaware limited liability company ("**Landlord**"), and THE DEFENDER ASSOCIATION, a Washington non-profit corporation ("**Tenant**").

RECITALS

A. Landlord's predecessor in title and Tenant entered into a certain Office Lease (the "**Original Lease**"), dated July 5, 2005, as amended by a First Amendment to Lease (the "**First Amendment**"), dated as of September 22, 2010 (as amended, the "**Lease**"). Under the terms of the Lease, Landlord leases to Tenant certain premises further described therein (collectively, the "**Existing Premises**") and situated in Suites 705, 708 and 723 on the 7<sup>th</sup> floor (the "**7<sup>th</sup> Floor Space**") consisting of approximately 2,972 rentable square feet, Suite 800 on the 8<sup>th</sup> floor (the "**8<sup>th</sup> Floor Space**") consisting of approximately 20,367 rentable square feet and the entire penthouse level (the "**Penthouse**") consisting of approximately 535 rentable square feet. The Premises are located in the building commonly known as Central Building and located at 810 Third Avenue, Seattle, WA 98104 (the "**Building**").

B. Tenant has exercised the Cancellation Option set forth in Paragraph 9 of the First Amendment and Landlord acknowledges that it has received the Termination Fee from Tenant in connection with Tenant's exercise of the Cancellation Option. The parties desire to amend the Lease to provide for termination of the Lease with respect to a portion of the 7<sup>th</sup> Floor Space situated in Suites 705 and 708 and stipulated to contain 2,348 rentable square feet as outlined on the diagram attached as Exhibit A (the "**Terminated Space**"), and certain other agreements, all as set forth in and subject to the terms and conditions contained in this Amendment.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. All capitalized terms which are not specifically defined in this Amendment and which are defined in the Lease will have the same meaning for purposes of this Amendment as they have in the Lease.

2. Termination Space. The "**Termination Date**" means June 30, 2012. Except as otherwise provided in this Amendment, effective as of the Termination Date (a) all references in the Lease and this Amendment to the term "Premises" shall mean the "**Remaining Space**" which is that portion of the Existing Premises which does not include the Terminated Space and is stipulated herein to contain 21,526 rentable square feet, and (b) the Lease, as amended hereby, shall be of no further force and effect with respect to the Terminated Space, and Tenant shall not be liable for any obligations under the Lease with respect to the Terminated Space (except for those obligations with respect to the Terminated Space which would survive the termination of the Lease), but Tenant shall be liable for all obligations under the Lease with respect to the Remaining Space which accrue from and after the Termination Date. On or before the Termination Date, Tenant will deliver to Landlord possession of the Terminated Space in the condition required Section 37(a) of the Original Lease (Surrender). Section 37(b) of the Original Lease (Holding Over) will apply to Tenant's failure to vacate the Terminated Space within the required time.

Effective as of the Termination Date:

(a) Except as otherwise provided in this Amendment, all references in the Lease and this Amendment to the term "Premises" will exclude the Terminated Space;

(b) All references in the Lease to the rentable square footage of the Premises will be deemed to be 21,526 rentable square feet for the Remaining Premises; and

(c) Tenant's Share for determination of Tenant's payment of Real Property Taxes will be deemed to be 12.7277% (21,526 rentable square feet in the Remaining Premises divided by 169,127 rentable square feet in the Building). Tenant's Share for determination of Tenant's payment of Operating Costs will be deemed to be 14.8361% (21,526 rentable square feet in the Remaining Premises divided by 145,092 rentable square feet in the Office Area).

3. Rental. Commencing on the day immediately following the Termination Date,

(a) Tenant will pay the following the Minimum Monthly Rent for the Remaining Space based on the rentable square footage of the Remaining Space:

Period	Annual Minimum Rent/ RSF	Minimum Rent (Annualized)	Minimum Monthly Rent
July 1, 2012 through April 30, 2013	\$21.22	\$456,781.68	\$38,065.14
May 1, 2013 through April 30, 2014	\$21.85	\$470,343.12	\$39,195.26
May 1, 2014 through April 30, 2015	\$22.51	\$484,550.28	\$40,379.19
May 1, 2015 through April 30, 2016	\$23.19	\$499,188.00	\$41,599.00
May 1, 2016 through April 30, 2017	\$23.88	\$514,040.88	\$42,836.74
May 1, 2017 through April 30, 2018	\$26.00	\$559,676.04	\$46,639.67
May 1, 2018 through April 30, 2019	\$26.78	\$576,466.32	\$48,038.86
May 1, 2019 through April 30, 2020	\$27.58	\$593,687.04	\$49,473.92
May 1, 2020 through April 30, 2021	\$28.41	\$611,553.72	\$50,962.81
May 1, 2021 through December 31, 2021	\$29.26	\$629,850.72	\$52,487.56

(b) Tenant shall continue to pay Tenant's Share (as amended in Paragraph 2(c) above) of increases in Real Property Taxes and Operating Costs pursuant to Sections 7 and 9 of the Original Lease, as modified by the Paragraph 4(b) of the First Amendment.

4. Option to Renew. In accordance with the terms of Paragraph 7(e) of the First Amendment, the second Option Term set forth in Paragraph 7 of the First Amendment is null and void and Tenant shall have one option to renew the Lease for a 60-month period at the expiration date of the Extension Term (as defined in the First Amendment).

5. Expansion Right. Paragraph 8 of the First Amendment is hereby deleted in its entirety.

6. Tenant Work. The first grammatical sentence of Section 3.2 of Exhibit B to the First Amendment is hereby deleted in its entirety and the following is inserted in lieu thereof: "Landlord will provide an allowance (the "**Allowance**") of up to the amount of \$172,208.00 (\$8.00 x 21,526 rsf in the Premises) toward the Cost of the Tenant Work."

7. Authority: Not Restricted. Landlord and Tenant each represent and warrant to the other that this Amendment has been duly authorized, executed and delivered by and on behalf of each party hereto and constitutes the valid and binding agreement of Landlord and Tenant in accordance with the terms hereof. Tenant warrants and represents to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other

governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

8. Real Estate Brokers. Each party hereto hereby represents and warrants to the other that in connection with this Amendment, the party so representing and warranting has not dealt with any real estate broker, agent or finder, except for American Management Services Northwest LLC d/b/a Pinnacle (the "**Brokers**"), and, to its knowledge no other broker initiated or participated in the negotiation of this Amendment, submitted or showed the applicable premises to Tenant or is entitled to any commission in connection with this Amendment. Each party hereto will indemnify, defend and hold harmless the other against any and all claims, costs, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with any inaccuracy in such party's representation.

9. Counterparts. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts and by facsimile or other electronic signature, and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Amendment.

10. Time of Essence. Time is of the essence of this Amendment.

11. No Offer. Submission of this instrument for examination or negotiation will not bind Landlord, and no obligation on the part of Landlord will arise until this Amendment is executed and delivered by both Landlord and Tenant.

12. Entire Agreement. This Amendment and the Lease contain all the terms, covenants, conditions and agreements between Landlord and Tenant relating to the termination of a portion of the Premises and the other matters provided for in this instrument. No prior or other agreement or understanding pertaining to such matters other than the Lease will be valid or of any force or effect. This Amendment may only be modified by an agreement in writing signed by Landlord and Tenant.

13. Joint and Several Liability. If this Amendment is signed, or if the obligations of Tenant are otherwise guaranteed, by more than one party, their obligations shall be joint and several, and the release or limitation of liability of any one or more of the parties shall not release or limit the liability of any other party.

14. Limitation on Liability. The liability of Landlord to Tenant under this Amendment will be limited as provided in Section 30 of the Original Lease, which Section is incorporated herein by reference as though fully set forth herein.

15. Lease in Full Force and Effect. As modified hereby, the Lease and all of the terms and provision thereof remain in full force and effect and are incorporated herein as if herein fully recited.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment in multiple original counterparts as of the day and year first above written.

TENANT:

THE DEFENDER ASSOCIATION

By: Amanda E Lee

Name: AMANDA E LEE

Title: PRESIDENT

Date: 5-31-2012

LANDLORD:

I&G CENTRAL, L.L.C.

By: LaSalle Income & Growth Fund IV, its  
managing member

By: Jessica Morin

Name: Jessica Morin

Title: Vice President

Date: 6/1/12

LANDLORD ACKNOWLEDGMENT

STATE OF WA

COUNTY OF King

I certify that I know or have satisfactory evidence that Joseph Munoz, is the person who appeared before me and said person acknowledge that he/she signed this instrument on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of I&G Central, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: 6/5/12



Jennifer R. Thompson  
9/29/12  
Seattle, WA

TENANT ACKNOWLEDGMENT

STATE OF WA

COUNTY OF King

I certify that I know or have satisfactory evidence that AMONVA LEE, is the person who appeared before me and said person acknowledge that he/she signed this instrument on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Board President of The Defender Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: 31 May 2012

Ann Sutton 5/29/13  
Seattle, WA 98146



Exhibit A  
The Terminated Space