

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is dated solely for reference purposes as of September 22, 2010 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, dated July 5, 2005 (the "Lease"). Under the terms of the Lease, Landlord leases to Tenant certain premises further described therein (collectively, the "Premises") and situated in Suite 720 on the 7th floor (the "Existing 7th Floor Space") consisting of approximately 4,136 rentable square feet, Suite 800 on the 8th floor (the "8th 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. The parties desire to amend the Lease to provide for (i) the relocation of the Existing 7th Floor Space to certain space on the 7th floor stipulated to contain 2,972 rentable square feet known as Suites 705, 708 and 723 (collectively, the "New 7th Floor Space"), as outlined on the diagram attached as Exhibit A, (ii) the termination of the Lease with respect to the Existing 7th Floor Space, (iii) the extension of the term of the Lease, and (iv) 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. Lease Term. Subject to the terms and conditions set forth in this Amendment, the Lease Term is hereby extended to expire on December 31, 2021. The period beginning January 1, 2012 and ending December 31, 2021 is referred to as the "Extension Term". Tenant hereby acknowledges that Tenant has no right to renew or extend the Lease for any period beyond the Extension Term, except as otherwise expressly provided in Paragraph 7 below.

3. New Premises. Effective as of the Relocation Effective Date (as defined below), Landlord leases to Tenant, and Tenant leases from Landlord, the New 7th Floor Space. The "Relocation Effective Date" means the date that Landlord delivers possession of the New 7th Floor Space to Tenant with Landlord's Work (as defined below) substantially completed, which date is targeted to occur approximately 21 days after the mutual execution and delivery of this Amendment. Except as set forth in this Paragraph 3 below, Landlord will have no liability to Tenant for failure to deliver possession of the New 7th Floor Space to Tenant on or before such date. If Landlord fails to deliver possession of the New 7th Floor Space with Landlord's Work therein substantially complete on or before the Required Completion Date (defined below), Landlord will grant to Tenant a credit (the "Rent Credit") equal to \$130.00 multiplied by the number days in the period beginning on the day immediately following the Required Completion Date and ending on the day on which Landlord delivers to Tenant possession of the New 7th Floor Space with Landlord's Work therein substantially completed, inclusive. Except for such Rent Credit, as herein provided, there will be no other liability against Landlord for failure to complete Landlord's Work or deliver possession of the New 7th Floor Space. For purposes hereof, the "Required Completion Date" means the 37th day after mutual execution and delivery of this Amendment (plus one additional day for each day

that substantial completion of Landlord's Work is delayed due to a delay caused by Tenant or due to force majeure event). Landlord will apply such Rent Credit (if any) against Minimum Rent coming due under the Lease in the order in which such Minimum Rent becomes due.

Effective as of the Relocation Effective Date:

(a) Except as otherwise provided in this Amendment, all references in the Lease and this Amendment to the term "Premises" will include the 8th Floor Space, the Penthouse and the New 7th Floor Space, and shall not include the Existing 7th Floor Space. The Lease, as amended hereby, shall be of no further force and effect with respect to the Existing 7th Floor Space, and Tenant shall not be liable for any obligations under the Lease with respect to the Existing 7th Floor Space (except for those obligations with respect to the Existing 7th Floor Space which would survive the expiration or termination of the Lease), but Tenant and Landlord shall be liable for all obligations under the Lease with respect to the New 7th Floor Space which accrue from and after the Relocation Effective Date. On the Relocation Effective Date, Tenant will relinquish to Landlord Tenant's right to possession of the Existing 7th Floor Space in the condition required by Section 37(a) of the Lease (Surrender). Section 37(b) of the Lease (Holding Over) will apply to Tenant's failure to vacate the Existing 7th Floor Space within the required time;

(b) All references in the Lease to the rentable square footage of the Premises, will be deemed to be 23,874 rentable square feet for the Premises; and

(c) Tenant's Share for determination of Tenant's payment of Real Property Taxes pursuant to Section 7 of the Lease shall be the ratio that the Premises Area bears to the Building Area. The Building Area has been re-measured and the re-measurement shows the Building Area to be 169,127 rentable square feet. The above ratio is 14.1160% (the Premises Area is 23,874 rentable square feet and the Building Area is 169,127 rentable square feet). Tenant's Share for determination of Tenant's payment of Operating Costs pursuant to Section 9 of the Lease shall be the ratio that the Premises Area bears to the Office Area. As of the date hereof, such ratio is 16.4544% (the Office Area is 145,092 rentable square feet). "Office Area" means those portions of the Building used for office purposes. Operating Costs described in Section 9 of the Lease shall be deemed to mean those costs and expenses of the Building that are allocable to the Office Area. Tenant acknowledges and agrees that as to such facilities, services and utilities that are furnished to the entire Building and insurance coverage that applies to the entire Building, the costs of which are included within the definition of Operating Costs, a portion of such costs equal to the Office Area divided by the Building Area shall be allocated to the Office Area and Tenant shall pay Tenant's Share of such allocated costs.

4. Rental.

(a) Commencing on May 1, 2010, notwithstanding that the Relocation Effective Date has not occurred, Section 1(i) of the Lease is hereby amended such that Tenant will pay the following the Minimum Monthly Rent for the Premises based on the rentable square footage of the Premises, as relocated pursuant to this Amendment:

Period	Annual Minimum Rent/ RSF	Minimum Rent (Annualized)	Minimum Monthly Rent
May 1, 2010 through January 31, 2011	\$0.00	\$0.00	\$0.00
February 1, 2011 through April 30, 2011	\$20.00	\$477,480.00	\$39,790.00
May 1, 2011 through April 30, 2012	\$20.60	\$491,804.40	\$40,983.70
May 1, 2012 through April 30, 2013	\$21.22	\$506,606.28	\$42,217.19
May 1, 2013 through April 30, 2014	\$21.85	\$521,646.96	\$43,470.58
May 1, 2014 through April 30, 2015	\$22.51	\$537,403.80	\$44,783.65
May 1, 2015 through April 30, 2016	\$23.19	\$553,638.12	\$46,136.51
May 1, 2016 through April 30, 2017	\$23.88	\$570,111.12	\$47,509.26
May 1, 2017 through April 30, 2018	\$26.00	\$620,724.00	\$51,727.00
May 1, 2018 through April 30, 2019	\$26.78	\$639,345.72	\$53,278.81
May 1, 2019 through April 30, 2020	\$27.58	\$658,444.92	\$54,870.41
May 1, 2020 through April 30, 2021	\$28.41	\$678,260.40	\$56,521.70
May 1, 2021 through December 31, 2021	\$29.26	\$698,553.24	\$58,212.77

(b) Commencing on May 1, 2010, notwithstanding that the Relocation Effective Date has not occurred, Tenant shall continue to pay Tenant's Share (as amended in Paragraph 3(c) above) of increases in Real Property Taxes and Operating Costs pursuant to Sections 7 and 9 of the Lease, as modified as follows: Commencing on January 1, 2012, the Base Year set forth in Section 1(k) of the Lease shall be the calendar year 2012. Commencing on January 1, 2017, the Base Year set forth in said Section 1(k) shall be the calendar year 2017.

5. Preparation and Condition of the Premises.

(a) As of the date hereof, subject to Landlord's repair, maintenance and other obligations set forth in the Lease, Landlord is leasing the Premises to Tenant "AS IS". Tenant acknowledges that it is currently in possession of the 8th Floor Space and the Penthouse and that such portions of the Premises are, to Tenant's knowledge, in good and satisfactory condition. Pursuant to Paragraph 3 above, Landlord will deliver possession of the New 7th Floor Space to Tenant with Landlord's Work therein substantially completed and the HVAC system or electrical, mechanical, plumbing or other lines or systems serving the New 7th Floor Space in good working condition and repair.

(b) Landlord, at Landlord's expense, will perform the leasehold improvement work described on Exhibit B attached hereto on a one-time basis using Building Standard materials and methods (the "Landlord's Work"). The parties acknowledge that Tenant currently occupies a portion of the Premises in which Landlord's Work is to be performed. Tenant will reasonably cooperate with Landlord to accommodate performance of Landlord's Work, and Landlord will reasonably cooperate with Tenant to minimize the disruption to Tenant's operations in the 8th Floor Space caused by the performance of Landlord's Work, Tenant will not be entitled to any abatement or reduction of rent by reason of any interruption to Tenant's operations caused by the performance of Landlord's Work in compliance with this Amendment. Except for injury, loss or damage caused by Landlord's negligence or willful misconduct, Tenant agrees that Landlord will not be liable in any way for any injury, loss or damage which may occur to any of Tenant's property placed or installations made in the 8th Floor Space during the performance of Landlord's Work, the same being at Tenant's sole risk.

(c) Promptly after execution and delivery of this Amendment, Landlord will make available to Tenant a remodeling allowance (the "New Allowance") of up to \$17,400.00, which New Allowance shall be used by Tenant together with the remaining tenant improvement allowance equal to \$32,316.59 (the "Existing Allowance") previously granted to Tenant under

Section 14(d) of the Lease. The New Allowance and the Existing Allowance shall be collectively referred to herein as the "Remodeling Allowance". The Remodeling Allowance may be used by Tenant toward the cost of re-carpeting and repainting the 8th Floor Space (the "Remodeling Work"), and for no other purpose. The Remodeling Work shall be performed by Tenant strictly in accordance with the provisions of Section 14 of the Lease. Landlord will have no obligation to disburse the Remodeling Allowance or any portion thereof so long as any default under the Lease, as amended, of which Landlord has provided Tenant with written notice, exists and is continuing after the giving of such notice and the expiration of any cure period. If all or any portion of the Remodeling Allowance is not used by December 31, 2011, Landlord will be entitled to the savings and Tenant will receive no credit therefor. Except for the Remodeling Allowance, Tenant will pay all costs and expenses relating to the performance of any Remodeling Work (including, without limitation, Landlord's supervision fee). The Remodeling Allowance will be paid to Tenant, or to third party contractors or suppliers, in monthly progress payment installments, provided that Tenant has submitted all invoices, architect's certificates, a Tenant's affidavit, partial or complete lien waivers (as appropriate) and affidavits of payment by the Tenant's contractor and all subcontractors, sub-subcontractors and material suppliers, and such other evidence as Landlord may reasonably require to evidence that the cost of the Remodeling Work has been paid, or is being paid with such draw, and that no mechanic's or other liens have been or may be filed against the Building or the Premises arising out of the design or performance of the Remodeling Work.

(d) Tenant may perform leasehold improvements to the Premises (the "Tenant Work") pursuant to the work letter attached hereto as Exhibit C. Tenant shall pay all costs and expenses relating to the performance of any Tenant Work, except as otherwise set forth in Exhibit C.

6. Notices.

(a) Landlord's address for rental payment is:

If by United States mail:

Jones Lang LaSalle Americas, Inc.
39519 Treasury Center
Chicago, IL 60694-6500

Or, if by air courier:

Harris Trust & Savings Bank
Attention: Remittance Processing Division, 7th Floor
Lockbox _____
311 W. Monroe
Chicago, IL 60606.

(b) Landlord's address for notices is:

American Management Services d/b/a Pinnacle
Central Building
810 Third Avenue, Suite 140
Seattle, Washington 98104
Attention: Property Manager

With a copy to:

LaSalle Investment Management, Inc.
200 E. Randolph Drive
Chicago, IL 60601
Attention: Asset Manager, Central Building, Seattle

7. Option to Renew. Subject to the provisions set forth below, the Extension Term for the entire Premises may be renewed, at the option of Tenant, for two (2) additional periods of 60 months each (referred to herein, individually, as a "Renewal Term" and, collectively, as the "Renewal Terms"). Each Renewal Term will be upon the same terms, covenants and conditions contained in the Lease, except for Paragraph 8 below (Right of First Offer), Paragraph 9 below (Cancellation Option), and excluding Paragraphs 5(b), (c) and (d) above and Exhibits B and C attached hereto and except for the amount of Minimum Monthly Rent payable during each Renewal Term. Any reference in the Lease to the "Lease Term" will be deemed to include such Renewal Term and apply thereto, unless it is expressly provided otherwise. Tenant hereby agrees that Landlord will have no additional obligation to renovate or remodel the Premises or any portion of the Building as a result of Tenant's renewal of the Lease, except as set forth below. Tenant will have no renewal option beyond the second aforesaid 60-month period.

(a) The initial Minimum Monthly Rent during each Renewal Term for the Premises will be at a rate equal to 95% of Fair Market Rent (as defined below) for a term equal or comparable to the Renewal Term and taking into account any Fair Market Allowance (as defined below) given. During each Renewal Term, Tenant will continue to pay Tenant's Share of increases in Real Property Taxes and Operating Costs pursuant to Sections 7 and 9 of the Lease, as modified by this Amendment; except that the Base Year will be reset to the calendar year in which such Renewal Term commences.

(b) If Tenant exercises a renewal option, Landlord will grant Tenant a Fair Market Allowance for construction of tenant improvements to the Premises for such Renewal Term.

(c) Each option to renew will be exercised by Tenant by delivering an initial nonbinding notice to Landlord no later than the date which is 270 days prior to the Expiration Date of the Extension Term, or the Expiration Date of the first Renewal Term as the case may be, and not earlier than 60 days before such date, in which Tenant expresses its intention to exercise such option to renew. Thereafter, Landlord will notify Tenant ("Landlord's Notice") of Landlord's calculation of (i) the Fair Market Rent for the Premises that would be payable per annum for a term commencing on the first day of the Renewal Term, and (ii) the Fair Market Allowance applicable for such Renewal Term. If Tenant fails to give its initial nonbinding notice of intent to exercise an option to renew when due as provided in this Paragraph 7, Tenant will irrevocably be deemed to have waived such option to renew.

(d) Within 25 days after Landlord delivers a Landlord's Notice, Tenant will deliver to Landlord a final binding notice in which Tenant (i) elects to renew the Lease and accepts the terms stated in Landlord's Notice, or (ii) elects to renew the Lease but disputes Landlord's determination of Fair Market Rent or Fair Market Allowance or both, in which event the parties will proceed with the dispute resolution mechanism set forth in Exhibit D attached hereto; or (iii) declines to renew the Lease, in which case Tenant's rights under this Paragraph 7 will be null and void. If Tenant fails to notify Landlord within the 25-day period described above (after having given its initial nonbinding notice within the required time), time being of the essence, then Tenant will conclusively be deemed to have elected to renew the Lease on the terms set forth in Landlord's Notice and in this Paragraph 7. After Tenant delivers its binding notice exercising its option to renew or after the conclusion of any dispute resolution process, Landlord and Tenant will enter into an amendment to the Lease reflecting the terms of the renewal, which amendment will be prepared by Landlord and delivered to Tenant within a reasonable time after the receipt by Landlord of Tenant's final binding notice. If Tenant fails to execute and deliver to Landlord the requisite amendment to the Lease within 30 days after Landlord's delivery of such amendment to Tenant, such failure (i) will, if Landlord so elects in Landlord's sole and absolute discretion, render

Tenant's exercise of such option to renew, and any remaining option, null and void; and (ii) will, if Landlord's so elects in Landlord's sole and absolute discretion, constitute an event of default.

(e) Tenant's right to exercise an option to renew the Lease pursuant to this Paragraph 7 is subject to the following conditions: (i) that on the date that Tenant delivers notice of its election to exercise such option to renew, and at the commencement of such Renewal Term, no event of default exists after the giving of any applicable notice and the expiration of any cure period; and (ii) that Tenant has not assigned the Lease or sublet the Premises or any portion thereof, at any time during the period commencing with the date that Tenant delivers its notice to Landlord of Tenant's exercise of such option to renew and ending on the commencement date of the Renewal Term, or at any time prior to such period, if such assignment or sublease extends into such period. In addition to the foregoing, on the date Tenant exercises the option set forth in Paragraph 9 below, if at all, the second Option Term shall be 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.

(f) For purposes of the Lease, "Fair Market Rent" means a rate comprised of (i) the prevailing basic rental rate per square foot of rentable space available in the Pertinent Market (defined below), and (ii) any financial escalation of such prevailing base rental rate (based upon a fixed step or index) prevailing in the Pertinent Market, taking into account comparable leases (on the basis of factors such as, but not limited to, size and location of space and commencement date and term of lease), if any recently executed for improved space in the Building or, if no leases in the Building have been executed recently then buildings within an eight block area around the current King County Courthouse in Seattle, Washington that are comparable to the Building in reputation, quality, age, size, location and level and quality of services provided (the foregoing factors not being exclusive in identifying comparable buildings) (the Building and such comparable buildings, as the case may be, being herein referred to as the "Pertinent Market"). For purposes of the Lease, "Fair Market Allowance" means 95% of the prevailing leasehold improvement allowance for renewals available in the Pertinent Market, taking into account comparable lease renewals (on the basis of factors such as, but not limited to, size and location of space and commencement date and term of lease), and the rental rate. In determining the Fair Market Rent and Fair Market Allowance, there will also be taken into consideration (a) the definition of rentable area or net rentable area with respect to which such rental rates are computed; (b) whether the lease comparable is a net or gross lease; (c) the value of rental abatements, allowances for construction of tenant improvements and other financial or economic concessions generally available in the Pertinent Market at such time to tenants renewing comparable space, as well as those being made available to Tenant; and (d) other comparable pertinent factors. Notwithstanding anything to the contrary contained in this paragraph, if a lease that is to be used as a comparable in calculating Fair Market Rent was prepared based on an option calling for the basic rental to be at less than 100% of "market," then such rental rate will be grossed back up to 100% in calculating Fair Market Rent hereunder.

8. Expansion Right.

(a) Subject to the provisions set forth hereinafter and provided Tenant has not exercised its right to terminate the Lease as set forth in Paragraph 9 below, Tenant will have an continuous right to lease from Landlord any premises on the 7th floor of the Building which is not subject to a lease with a tenant which is unaffiliated with Landlord (the "Additional Premises"), on the same terms as contained in the Lease for the Premises, excluding the provisions of Paragraph 9 (Cancellation Option) below and excluding Paragraphs 5(b), (c) and (d) above and Exhibit B attached hereto, and except that the Minimum Rent for the Additional Premises will be at a rate equal to the greater of (i) the rate of Minimum Rent per rentable square foot per annum then applicable to the Premises, increasing as and when the Minimum Rent increases under the Lease, and (ii) the Fair Market Rent. The expiration date of the Lease Term in respect of such Additional Premises will be coterminous with the Expiration Date for the existing Premises.

Tenant will be deemed to have accepted the Additional Premises in "as-is" condition (subject to Landlord's repair and maintenance obligations set forth in the Lease) as of the commencement of Tenant's lease of the Additional Premises except that Landlord will deliver the Additional Premises to Tenant with the HVAC system or electrical, mechanical, plumbing or other lines or systems serving the Additional Premises in good working condition and repair. Except for a Fair Market Allowance granted to Tenant, Tenant acknowledges that Landlord will have no obligation to improve, renovate or remodel the Additional Premises or any portion of the Building as a result of Tenant's Lease of the Additional Premises. The provisions of this Paragraph 8 will apply to all or any of the Additional Premises as all or any of the Additional Premises may become available for lease, subject and subordinate to any expansion and renewal options and other rights of any current tenant or tenants, their successors or assigns in the Building, and to any extensions or renewals of existing leases for the Additional Premises. If any Additional Premises available to Tenant under this Paragraph 8 is greater than 2,000 rentable square feet, then Tenant may determine the actual size and configuration of such Additional Premises to be leased hereunder; provided, however, that Tenant may not exercise its rights under this Paragraph 8 as to less than 2,000 rentable square feet of the Additional Premises that may become available by Landlord, and provided further, that the portion of the Additional Premises leased to Tenant must be reasonably configured, marketable space, with boundary lines consisting of the exterior of the Building, the exterior of the Building's core area or multi-tenant corridor, and demising walls running substantially straight from the Building's exterior to the Building's core area or multi-tenant corridor (subject to existing structural and architectural elements, such as, but not limited to columns, window mullion alignment, doors, relites, and ceiling configuration); and must be configured so as to render the remaining portion of the Additional Premises not leased by Tenant reasonably configured and of a size that is marketable. Notwithstanding the foregoing, in the event the Additional Premises includes the Existing 7th Floor Space, Tenant may not exercise its rights under this Paragraph 8 as to less than the entire Existing 7th Floor Space that may become available.

(b) Landlord shall promptly notify Tenant in writing when any Additional Premises becomes available. (the "Expansion Notice"). Tenant must exercise its expansion right by written notice to Landlord within 10 business days following receipt of the Expansion Notice that Additional Premises are available for lease and Landlord's determination of the Fair Market Rent and Fair Market Allowance for the Additional Premises. If Tenant exercises the right granted herein, Landlord and Tenant will enter into an amendment to the Lease to incorporate the respective portion of the Additional Premises and to make necessary adjustments to the Minimum Monthly Rent and similar provisions of the Lease, which amendment will be prepared by Landlord and delivered to Tenant within a reasonable time after the receipt by Landlord of Tenant's notice. If Tenant declines to exercise its right as above provided for, or fails to deliver notice thereof within the time period stipulated above, this expansion right will lapse for 180 days, and Landlord will be free to lease such Additional Premises described in the Expansion Notice to any prospective tenant on any terms and conditions, regardless of whether the same as or different from that set forth in the Expansion Notice. If Tenant fails to execute and deliver to Landlord the requisite amendment to the Lease within 30 days after Landlord's delivery of such amendment to Tenant, such failure (1) will, if Landlord so elects in Landlord's sole and absolute discretion, render Tenant's exercise of such expansion right null and void; and (2) will, if Landlord so elects in Landlord's sole and absolute discretion, constitute a default.

(c) The foregoing expansion right may not be severed from the Lease or separately sold, assigned or transferred and is subject to the following additional conditions, namely: (a) that no less than 12 months remain on the then current Lease Term; (b) that, at the time that Tenant exercises this expansion right for any Additional Premises, Tenant must not be in default of any term, covenant or obligation of the Lease after having received any written notice of default from Landlord and the expiration of any cure period; and (d) that, at the time Tenant exercises this expansion right, Tenant occupies and is in possession of the Premises and has not assigned the Lease or sublet the Premises or any portion thereof, other than to subtenants as described in

Section 25(j) of the Lease, if such assignment or sublease extends beyond the commencement date of the term for the Additional Premises.

9. Cancellation Option. Commencing January 1, 2012, so long as the initial Tenant hereunder leases and occupies the entire Premises and has not assigned the Lease and so long as Tenant is not in default of any term, covenant or condition of the Lease, after receipt from Landlord of any written notice of default and the expiration of any cure period, Tenant will have the right to terminate the Lease with respect to the New 7th Floor Space (and not any Additional Premises leased by Tenant pursuant to Paragraph 8 above) in the event that a **Non-Funding Event** (as defined below) occurs. In order to exercise such termination right, during the period commencing on the occurrence of the Non-Funding Event and ending on the date which is 60 days after occurrence of the Non-Funding Event, Tenant must (x) deliver written notice to Landlord (the "**Termination Notice**") exercising this termination right and setting forth the termination date (the "**Termination Date**"), which Termination Date shall be at least 180 days after receipt by Landlord of the Termination Notice, (y) provide Landlord with the evidence, to Landlord's reasonable satisfaction, of the occurrence of the Non-Funding Event, and (z) pay to Landlord the Termination Fee (as defined below) concurrently with the delivery of the Termination Notice. Failure by Tenant during such period to deliver the Termination Notice, provide such evidence and pay such Termination Fee will constitute a waiver of Tenant's right of termination, in which event Tenant's right to terminate as set forth herein will be deemed void and inoperable. Time is of the essence for the giving of the Termination Notice and the payment of the Termination Fee. If Tenant elects to terminate the Lease for the 7th Floor Space as provided herein, Tenant must pay to Landlord a termination fee in an amount equal to (1) the sum of the unamortized tenant allowance granted or cost of tenant improvements performed, less the allowance or cost associated with painting and carpeting, and the unamortized cost of leasing commissions paid by Landlord with respect to the 7th Floor Space in connection with the Lease, in each case as of the Termination Date, amortized over the period beginning on the commencement date of this Amendment through the Expiration Date of the Extension Term, using an interest rate reasonably designated by Landlord (collectively, the "**Termination Fee**"). If Tenant is considering exercising its Cancellation Option, within 10 days of Tenant's request to Landlord, Landlord shall provide Tenant with the amount of any Termination Fee that might be owed, together with the calculations used to determine such amount. The Termination Fee shall be paid via certified check. If the Lease is terminated as provided herein, the parties agree to execute an instrument which confirms and effects a release and surrender of all of Tenant's right, title and interest in and to the 7th Floor Space pursuant to the terms of the Lease and otherwise, and the Lease, as amended hereby, shall be of no further force and effect with respect to the 7th Floor Space, and Tenant shall not be liable for any obligations under the Lease with respect to the 7th Floor Space (except for those obligations with respect to the 7th Floor Space which would survive the expiration or termination of the Lease), but Tenant shall be liable for all obligations under the Lease with respect to the portion of the Premises not included in the 7th Floor Space which accrue from and after the Termination Date. On the Termination Date, Tenant will deliver to Landlord possession of the 7th Floor Space in the condition required by the Lease and Section 37(a) of the Lease will apply to Tenant's failure to vacate the Terminated Space within the required time. As used herein, a "**Non-Funding Event**" shall mean a loss or reduction of funding which results in Tenant reducing its full time salaried staff by 5 or more full-time positions. Paragraph 8 of this Amendment shall be of no further force and effect on the date Landlord receives the Termination Notice.

10. Penthouse. Landlord will be responsible for, and shall promptly undertake and complete, any repairs, additions, alterations or changes to the Penthouse that may be necessary to make the Penthouse useable for Tenant or that are necessitated by any governmental requirements that affect office buildings generally or the Building specifically and are not required solely because of the particular use (as opposed to mere office use) of the Penthouse by Tenant, subject to the right of Landlord to include the costs thereof in Operating Costs to the extent permitted pursuant to the Lease. No supervisory fee shall be charged in connection with any work performed by Landlord in the Penthouse pursuant to this Paragraph 10. During any period during which the Penthouse is in violation of any governmental requirement which renders the Penthouse untenable and Landlord is making repairs to the Penthouse necessitated by such governmental requirements and Tenant does not operate its

business from the Penthouse or such portion for such period, then as Tenant's sole and exclusive remedy for such occurrence, subject to the following sentence, Landlord will proportionally abate Tenant's obligation to pay Minimum Monthly Rent and Tenant's Share of Operating Costs and Real Property Taxes during such period for the Penthouse. If such repair work to the Penthouse is not substantially completed within 180 days (as such period may be extended one day for each day of delay due to a force majeure event and due to delays caused by Tenant) after Landlord receives written notice of a violation of the Penthouse with governmental requirements which renders the Penthouse untenantable, then Tenant may terminate the Lease with respect to the Penthouse by giving Landlord notice of such election within 15 days after the expiration of such 180-day period (or such day to which such period is extended), which termination date shall be the last day of such 180-day period (or such day to which such period is extended). If the Lease is terminated as provided herein, the parties agree to execute an instrument which confirms and effects a release and surrender of all of Tenant's right, title and interest in and to the Penthouse pursuant to the terms of the Lease and otherwise, and the Lease, as amended hereby, shall be of no further force and effect with respect to the Penthouse, and Tenant shall not be liable for any obligations under the Lease with respect to the Penthouse (except for those obligations with respect to the Penthouse which would survive the expiration or termination of the Lease), but Tenant shall be liable for all obligations under the Lease with respect to the portion of the Premises not included in the Penthouse which accrue from and after said termination date.

11. Other Provisions.

(a) The Rider to the Lease (containing Sections 45 through 49) is hereby deleted in its entirety.

(b) Section 26(c) of the Lease is deleted in its entirety and the following is inserted in lieu thereof: "The failure to perform any other provision of this Lease, if such failure to perform is not cured within 30 days after notice of default has been given by Landlord to Tenant (unless the default involves a hazardous condition, which must be cured forthwith). If the default cannot reasonably be cured within thirty (30) days, and does not involve a hazardous condition, then Tenant shall not be in default under this Lease if Tenant commences to cure the default within thirty (30) days and diligently and in good faith continues to cure the default."

(c) The last sentence of Section 14(b) of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Any alterations, additions or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") will be subject to Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. Landlord will not be deemed to have unreasonably withheld its consent to any Tenant-Made Alterations if its consent is withheld because such Tenant-Made Alterations: (i) are not consistent with the nature or the architectural character of the Building; (ii) could adversely affect the structure of the Building, the HVAC system or electrical, mechanical, plumbing or other lines or systems in the Building or the Building circuitry; (iii) could increase Landlord's costs of operating and maintaining the Building; (iv) would, in Landlord's judgment, violate the terms of any applicable zoning or building laws or ordinances; (v) would disturb other tenants of the Building, for example, by requiring entry into the premises of other tenants; or (vi) include the use of wall covering that is impermeable to humidity or vapor; the foregoing being merely examples of reasons for which Landlord may reasonably withhold its consent and will not be deemed exclusive of any permitted reasons for reasonably withholding consent, whether similar or dissimilar to the foregoing examples. However, with respect to alterations to the Premises costing \$10,000.00 or less in the aggregate and which do not fall within any of the foregoing factors (i) through (vi) (striking "in Landlord's judgment" in item (iv)), Tenant will give Landlord prior written notice but need not obtain Landlord's consent. Tenant will cause, at its expense, any Tenant-Made Alterations to comply with applicable insurance requirements and with all applicable laws, codes and governmental regulations, and will construct at its expense any alteration or modification required by applicable laws, codes or governmental

regulations as a result of any Tenant-Made Alterations. All Tenant Made Alterations must be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials may be used. All plans and specifications for any Tenant-Made Alterations, and a copy of all required permits, must be submitted to Landlord for its approval before the work begins. Landlord may monitor construction of the Tenant-Made Alterations. Tenant will pay to Landlord as additional rent an amount equal to 3% of the total hard and soft costs of performing and constructing the Tenant-Made Alterations to cover Landlord's overhead expenses and to compensate Landlord for its services hereunder, and in addition Tenant will reimburse Landlord for Landlord's out-of-pocket costs in connection with such Tenant-Made Alterations. Landlord's right to review plans and specifications and to monitor construction will be solely for its own benefit, and Landlord will have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations or that such plans and specifications are adequate for Tenant's use or purposes. Tenant will provide Landlord with the identities and mailing address of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of nonresponsibility pursuant to applicable law. Tenant will furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all work free and clear of liens and will provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury and property damage during construction. Landlord may elect to require Tenant to insure any such Tenant-Made Alterations in accordance with Section 14(b). Landlord will have the right to approve Tenant's contractor and all subcontractors to be used by Tenant's contractor, which approval will not be unreasonably withheld or delayed. Landlord may require the employment of union contractors and subcontractors who shall not cause labor disharmony. Upon completion of any Tenant-Made Alterations, Tenant will deliver to Landlord sworn statements setting forth the names of all contractors, subcontractors and material suppliers who did work on or supplied materials for the Tenant-Made Alterations, and final lien waivers from all such contractors, subcontractors and material suppliers."

12. Liability; Waiver and Indemnity. Section 17(a) and Sections 18 through 22 of the Lease are hereby deleted in their entirety and the following shall apply:

(a) Tenant Indemnification Obligations. Tenant will indemnify, defend and hold harmless Landlord and Landlord's mortgagee and agents and their respective officers, directors, beneficiaries, shareholders, partners, employees, agents and contractors (the "**Parties Indemnified by Tenant**") from and against any and all loss, damage, claim, demand, liability or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions of Tenant or its subtenants and their respective employees, agents and contractors in connection with the Building. Tenant will have the right and obligation to assume the defense of any claim covered by this indemnity on behalf of both itself and the Parties Indemnified by Tenant, and the Parties Indemnified by Tenant may not settle such claim without the consent of Tenant, provided (i) Tenant acknowledges to the Parties Indemnified by Tenant in writing that it is responsible for such claim under the terms of this paragraph and (ii) the lawyers selected by Tenant to handle such defense are reasonably satisfactory to the Parties Indemnified by Tenant and such representation does not result in a conflict of interest for such lawyers. The Parties Indemnified by Tenant may participate in the defense of such claim at their own expense unless Tenant is not representing the Parties Indemnified by Tenant in which case the reasonable expense of the Parties Indemnified by Tenant in defending against such claim will be paid by Tenant. Tenant (a) agrees to use and to occupy the Premises and to place its fixtures, equipment, merchandise and other property therein at its own risk and (b) hereby releases Landlord, each of the aforesaid indemnitees from all claims for any damage or injury to the full extent permitted by law. Except for claims, damage or injury relating to unauthorized entry or failure or lack or breach of security measures, Landlord will indemnify, defend and hold harmless Tenant and Tenant's agents and their respective officers, directors, beneficiaries, shareholders,

partners, employees, agents and contractors (the "Parties Indemnified by Landlord") from and against any and all loss, damage, claim, demand, liability or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions of Landlord, its employees, agents and contractors in connection with the Building. Landlord will have the right and obligation to assume the defense of any claim covered by this indemnity on behalf of both itself and the Parties Indemnified by Landlord, and the Parties Indemnified by Landlord may not settle such claim without the consent of Landlord, provided (i) Landlord acknowledges to the Parties Indemnified by Landlord in writing that it is responsible for such claim under the terms of this paragraph and (ii) the lawyers selected by Landlord to handle such defense are reasonably satisfactory to the Parties Indemnified by Landlord and such representation does not result in a conflict of interest for such lawyers. The Parties Indemnified by Landlord may participate in the defense of such claim at their own expense unless Landlord is not representing the Parties Indemnified by Landlord in which case the reasonable expense of the Parties Indemnified by Landlord in defending against such claim will be paid by Landlord. Notwithstanding the foregoing, a party's monetary obligation under this Paragraph 12(a) to indemnify and hold the other party harmless shall be reduced by the amount of insurance proceeds, if any, received by the party being indemnified. The provisions of this paragraph will survive the expiration or sooner termination of the Lease.

(b) Required Insurance – Tenant. Tenant will secure and maintain at all times during the Lease Term, the following insurance coverage, at Tenant's sole cost and expense:

(i) All Risk property insurance, including extra expense insurance, on all of Tenant's fixtures and personal property in the Premises, and on any alterations, additions or improvements installed by or for the benefit of Tenant, all for the full replacement cost thereof. Tenant will use the proceeds from such insurance for the replacement of fixtures and personal property and for the restoration of any such alterations, additions or improvements. Landlord will be named as loss payee as respects its interest in any such alterations, additions, or other improvements.

(ii) Business income insurance with sufficient limits for Tenant to sustain its business operation at this location for a period of not less than 12 months; provided however, that failure to maintain such insurance shall not be deemed a default under the Lease and Tenant agrees that if Tenant fails to keep in place a commercially reasonable policy of business interruption insurance, Tenant agrees to waive all claims against Landlord that could have been covered by such a policy.

(iii) Workers compensation insurance in statutory limits will be provided for all employees. The employers liability insurance will afford limits not less than \$1,000,000 per accident, \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

(iv) Commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate which insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Premises and the Building and including products and completed operations coverage. Such insurance shall include contractual liability and contain a standard separation of insureds provision. Any general aggregate limit will apply on a per location basis. Such insurance will name Landlord, its trustees and beneficiaries, Landlord's mortgagees, Landlord's managing agent, Landlord's advisor, and their respective officers, directors, agents and employees, as additional insureds (the "Required Additional Insureds").

(v) Business auto liability with limits not less than \$1,000,000 each accident, combined single limit for bodily injury and property damage, on "any auto" basis for

Tenant owned, hired and non-owned autos. If Tenant has no owned autos, Tenant may provide hired and non-owned coverage.

(vi) Umbrella excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, business auto liability and employers liability policies, which insures against bodily injury, property damage, personal injury and advertising injury claims with limits not less than \$3,000,000 each occurrence and \$3,000,000 aggregate. Such policy must include the Required Additional Insureds as additional insureds.

(vii) Tenant will provide to Landlord certificates of insurance including but not limited to workers compensation and employers liability, auto liability with limits not less than \$1,000,000 each accident and commercial general liability insurance in the amount of not less than \$1,000,000 or in limits as otherwise reasonably satisfactory to Landlord from (i) Tenant's contractors and subcontractors before performing any initial leasehold improvements pursuant to any work letter attached to the Lease, and before performing any Tenant-made alterations; and (ii) Tenant's mover respecting moving into and moving out of the Premises, before Tenant moves into or out of the Premises. All insurance coverage to be provided by Tenant's contractors, subcontractors or movers must be required in a written contract between Tenant and its Contractor and sub-contractors. Such contract must include a requirement to comply with the general insurance requirements set forth in this paragraph below and in addition those included within (h) and must contain an indemnity, including defense, of Landlord and Landlord's Required Additional Insureds. A signed copy of the contract must be provided to Landlord. All such liability insurance (except employers liability) must (1) include the Required Additional Insureds as additional insureds; (2) be considered primary insurance and (3) require commercial general liability insurance to include coverage for bodily injury, property damage, personal and advertising injury, contractual liability and products and completed operations coverage. The products and completed operations coverage must be maintained for a minimum of 2 years following completion of work. Tenant, Contractor and subcontractors will include Required Additional Insureds on the policy for full term of the work and the extended products and completed operations required time frame.

(c) Required Insurance – Landlord. Landlord agrees to maintain during the Lease Term (i) "all-risk" property insurance on the Building on a replacement cost basis, excluding the items which Tenant is required to insure under Paragraph 12(b)(i) above, and (ii) commercial general liability insurance with limits not less than \$3,000,000 or as Landlord deems reasonably appropriate. Premiums paid for insurance under this paragraph will be included in Operating Costs. Landlord will not be required to maintain insurance against thefts within the Premises or the Building.

(d) General Insurance Matters – Tenant. All policies required to be carried by Tenant and Tenant's contractors, subcontractors and movers hereunder must be issued by and binding upon an insurance company with an A.M. Best's Rating of at least "A-" "VIII" or better, unless otherwise acceptable to Landlord. Tenant will not do or permit anything to be done that would invalidate the insurance policies required. Liability insurance maintained by Tenant and Tenant's contractors, subcontractors and movers will be primary coverage without right of contribution by any similar insurance that may be maintained by Landlord. Certificates of insurance, reasonably acceptable to Landlord, evidencing the existence and amount of each liability insurance policy required hereunder and Evidence of Property Insurance Form, Acord 28, evidencing property insurance as required, will be delivered to Landlord prior to delivery or possession of the Premises and in advance of each renewal date. Liability policies (except employers liability) will each include an endorsement naming the Required Additional Insureds such additional insured status. The Evidence of Property Insurance Form will name Landlord as

loss payee for property insurance as respects Landlord's interest in improvements and betterments. Further, the certificates must indicate that insurers will endeavor to provide at least 30 days' prior notice to Landlord and Landlord's managing agent prior to any cancellation of coverage ten (10) days notice of cancellation for non-payment of premium. If Tenant fails to provide evidence of insurance required to be provided by Tenant hereunder, prior to commencement of the term and thereafter during the term, within 10 days following Landlord's request thereof, and 10 days prior to the expiration date of any such coverage, Landlord will be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable upon written invoice thereof. The limits of insurance required by this Amendment, or as carried by Tenant, will not limit the liability of Tenant or relieve Tenant of any obligation thereunder. Any deductibles selected by Tenant will be the sole responsibility of Tenant. Landlord may, at its sole discretion, change the insurance policy limits and forms which are required to be provided by Tenant; such changes will be made to conform with common insurance requirements for similar properties in similar geographic locations. Landlord will not change required insurance limits or forms more often than once per calendar year.

(e) Increase in Insurance Premium. Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of all risk property insurance policy. Tenant agrees to pay any increase in premiums for all risk property coverage insurance that may be charged during the Extension Term on the amount of such insurance which may be carried by Landlord on the Premises or the Building, resulting from the type of merchandise sold by Tenant in the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises. In the event Tenant's occupancy causes any increase of premium for the all risk property insurance and/or casualty rates on the premises, Tenant shall pay the additional premium on the all risk property insurance and/or casualty insurance policies by reason thereof. The Tenant also shall pay, in such event, any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

(f) Waiver of Claims; Waiver of Subrogation. To the extent permitted by law, Tenant waives all claims it may have against Landlord, its agents or employees for damage to business or property sustained by Tenant or any occupant or other person resulting from the Premises or the Building or any part of said Premises or Building becoming out of repair or resulting from any accident within or adjacent to the Premises or Building or resulting directly or indirectly from any act or omission of Landlord or any occupant of the Premises or Building or any other person while on the Premises or the Building, regardless of cause or origin, except that in respect of damage to property, such waiver will be limited to the extent such claim is or would be covered by any insurance that Tenant is required under Paragraph 12(b)(i) above to carry. The waiver in this grammatical paragraph will also apply as to the amount of any deductible, self insured retention or self insurance under Tenant's insurance. Particularly, but not in limitation of the foregoing sentence, all property belonging to Tenant or any occupant of the Premises that is in the Building or the Premises will be there at the risk of Tenant or other person only, and Landlord or its agents or employees will not be liable for damage to or theft of or misappropriation of such property, nor for any damage to property or business resulting from fire, explosion, flooding of basements or other subsurface areas, falling plaster, steam, gas, electricity, snow, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other cause whatsoever, nor for any latent defect in the Premises or in the

Building, except that in respect of property damage such waiver will be limited to the extent that such claim is or would be covered by any insurance that Tenant is required under Paragraph 12(b)(i) to carry. Tenant will give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment. Tenant agrees to include in the insurance policies which Tenant is required by the Lease to carry in accordance with Paragraphs 12(b)(i) and 12(b)(ii) above, to the fullest extent permitted by law, a waiver of subrogation against Landlord and Landlord's managing agent. To the extent permitted by law, Landlord waives all claims it may have against Tenant, its agents or employees for damage to the Building resulting directly or indirectly from any act or omission of Tenant, to the extent that such claim is covered by any property insurance which Landlord is required under Paragraph 12(c) above to carry on the Building. Landlord will include in any property insurance policy which Landlord may carry on the Building, to the extent permitted by law, a waiver of subrogation against Tenant.

13. 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.

14. 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 and CB Richard Ellis (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. Landlord hereby agrees that it will pay a commission to the Brokers according to a separate agreement.

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

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

17. 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.

18. Entire Agreement. This Amendment and the Lease contain all the terms, covenants, conditions and agreements between Landlord and Tenant relating to the renewal of the Lease Term, the relocation 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.

19. 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.

20. Certification. As an essential inducement to Landlord and Tenant to execute this Amendment, Landlord and Tenant each hereby certifies and warrants to the other that to such party's knowledge, (a) no event of default by the other under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute an event of default, (b) the other is not in any manner in default in the performance or observance of any obligation or duty owed to it under the Lease or otherwise, and (c) it has no defenses, offsets, claims or counterclaims to the observance and performance by it of any provision of the Lease or this Amendment, or, if any such defenses, offsets, claims or counterclaims exist, they are hereby forever waived, released and settled in consideration of this Amendment.

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

22. 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: 

Name: BRUCE D. ERICKSON

Title: PRESIDENT

Date: 9/24/2010

LANDLORD:

I&G CENTRAL, L.L.C.

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

By: 

Name: JOSEPH MUNDY

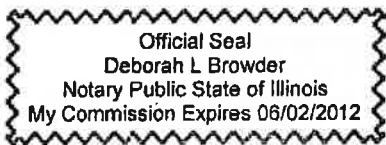
Title: VICE PRESIDENT

Date: 10/12/10

LANDLORD ACKNOWLEDGMENT

STATE OF IL
COUNTY OF Cook

I certify that I know or have satisfactory evidence that Joseph Muñoz, 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: 10-12-2010



Deborah L. Browder

TENANT ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

I certify that I know or have satisfactory evidence that Bruce D. Erickson, 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 Defendu Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: 9-24-2010



*Cynthia L. Donion
Notary Public
Residing at Seattle, WA.
Commission expires: 2-14-2011*

Exhibit A
The New 7th Floor Space

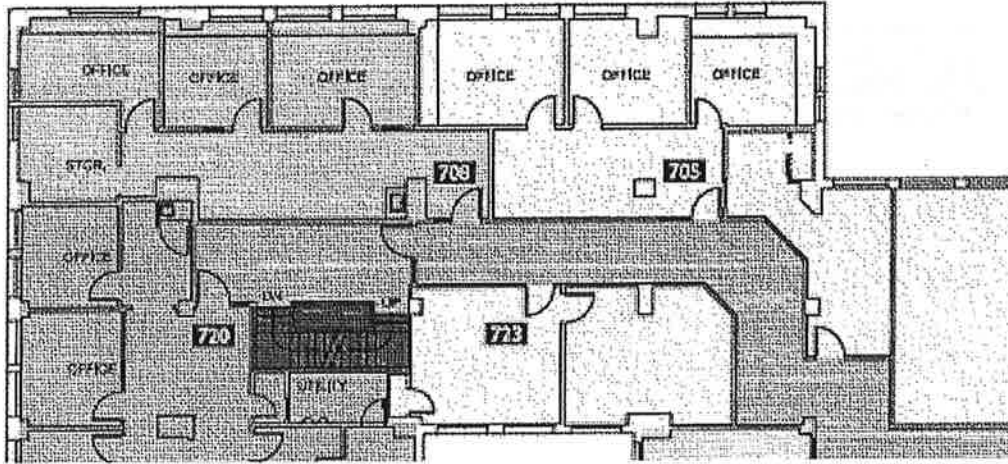


Exhibit B

Landlord's Work

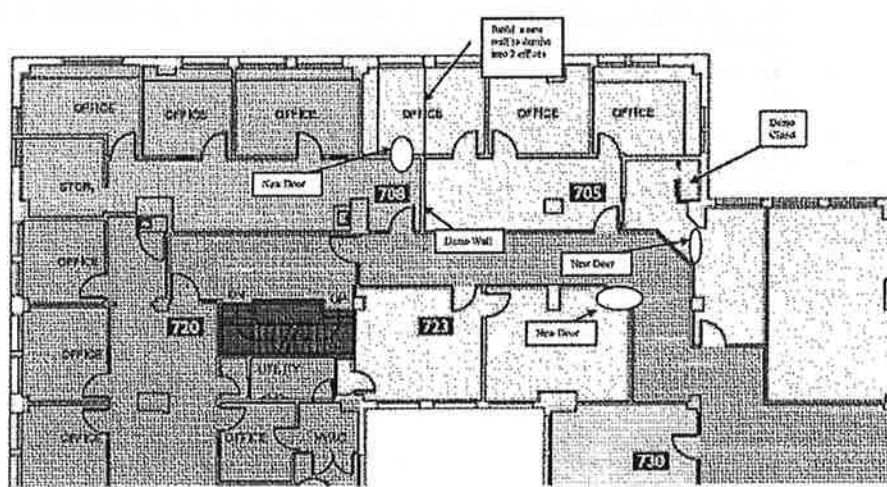
Suites 705, 708 and 723

- Re-carpet the carpeted areas and repaint the painted areas – colors to be selected by Tenant, subject to Landlord's reasonable approval.
- Demolish a demising wall to allow Tenant internal access between Suites 705 and 708.
- Removal of all casework and countertops in the offices.
- Removal of the accordion door and demolition of the closet in Suite 705 as further shown on Attachment 1.
- Installation of a door separating the north office in Suite 705 from the area in which the accordion door was located and finish adjacent wall.
- Create a doorway and install a door in the north office in Suite 723 which exits directly into the common hallway.
- Division of the one office shown on Attachment 1 into two separately demised offices and installation of a door into the southernmost of the two offices from the common area.

8th Floor

- Installation of a vent fan in the kitchen area.
- Division of offices A shown on Attachment 2 into two separately demised offices. Each office shall have a door which exits directly into the common hallway. This space to be extended eastward to stud, approximately two to four feet.

Attachment 1 to Exhibit B



Attachment 2 to Exhibit B

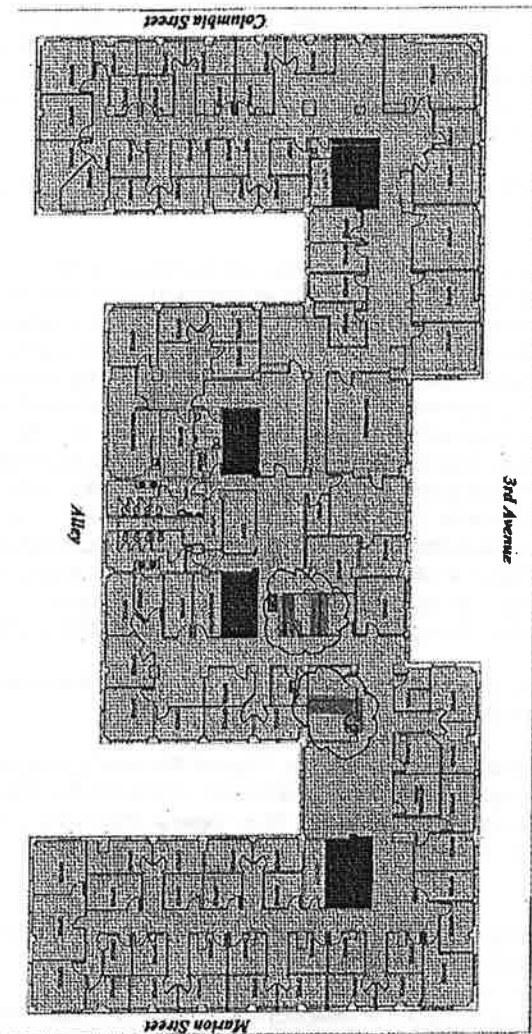


Exhibit B

Tenant Work

1. **PLANNING.** Tenant desires to perform certain leasehold improvements to the Premises. Tenant intends to determine the scope of such improvements at a later date. The scope of such leasehold improvements may, at Tenant's election, consist solely of painting, carpeting and other similar minor, cosmetic improvements ("**Minor Improvements**"). Alternatively, the scope of such leasehold improvements might, at Tenant's election, include more significant improvements. In situations where Landlord's approval is required, such approval shall not be unreasonably withheld, conditioned or delayed.

If the scope of the proposed leasehold improvements will consist only of Minor Improvements, then the following planning provisions will apply:

Tenant will deliver to Landlord complete plans and specifications for such improvements for Landlord's review. Such plans and specifications must include all color and finish selections. In such event, Landlord will review the proposed plans and specifications and either approve or disapprove the same within 15 days after the date Landlord receives such plans and specifications, which approval will not be unreasonably withheld, conditioned or delayed. If Landlord does not approve such plans and specifications, Landlord will inform Tenant in writing of its objections and Tenant may revise the same and deliver a corrected version to Landlord for its approval, or may withdraw its request for approval and be deemed to discontinue the planning of such Minor Improvements. The approval and revision process for the revised plans and specifications will be the same as described in the previous 2 sentences. If the scope of Tenant's work will consist only of Minor Improvements, then such plans and specifications, as approved by Landlord, are referred to herein and will constitute the "**Plans**". In any event, the Plans must specify only Building standard materials. Tenant must obtain Landlord's specific approval, which approval will not be unreasonably withheld, conditioned or delayed, as to any electrical work that may impact the Building systems, and as to any work which involves the front door or which is visible from the exterior or common areas of the Building.

If, however, the scope of Tenant's proposed improvements will include work other than Minor Improvements, then the following planning provisions will apply:

Tenant will engage an interior office space planner ("**Space Planner**"), subject to Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed. Tenant will cause the Space Planner to prepare a detailed space plan (the "**Space Plan**") for any initial improvements and alterations that Tenant desires to perform on the Premises. The Space Plan must indicate among other things:

- a. Special loading, such as the location of file cabinets or special equipment.
- b. Openings in the walls or floors.
- c. Special electrical, air conditioning or plumbing work.
- d. Location and dimensions of telephone equipment rooms, and telephone and electrical outlets.
- e. Partitions – locations and type, including doors and any non-Building Standard hardware.
- f. Special cabinet work or other millwork items.
- g. Variations to standard ceiling heights.

Landlord will review the Space Plan and either approve or disapprove the Space Plan within 15 days after the date Landlord receives the Space Plan, which approval will not be unreasonably withheld, conditioned or delayed. If Landlord does not approve the Space Plan, Landlord will inform Tenant in writing of its objections and Tenant may revise the same and deliver a corrected version to Landlord for its approval within 5 days after the date Tenant receives Landlord's disapproval notice, or may withdraw its request for approval and be deemed to discontinue the planning of such Tenant Work (as defined below). The approval and revision process for the revised Space Plan will be the same as described in the previous 2 sentences.

After the Space Plan has been approved by Landlord, Tenant will engage a licensed architect (the "**Architect**") (who may be the same as the Space Planner), subject to Landlord's written approval, which approval will not be unreasonably withheld, conditioned or delayed. Tenant or the Architect will also engage

such licensed engineering firms ("Engineers") as may be required or appropriate in connection with preparing mechanical, electrical, plumbing, HVAC or other plans and specifications, all of whom will be subject to Landlord's written approval, which approval will not be unreasonably withheld, conditioned or delayed. Tenant will cause the Architect and Engineers to prepare construction drawings and specifications (the "Plans") of the Tenant Work and will, within 15 days after the date of Landlord's approval of the Space Plan, deliver 3 copies of same to Landlord for its approval. The Plans will consist of fully dimensioned and complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans for the Tenant Work, and will include, in addition to all items required to be included in the Space Plan, the following, to the extent applicable: (i) all electrical outlet locations, circuits and anticipated usage therefor, (ii) reflected ceiling plan, including lighting, switching and special ceiling specifications, (iii) duct locations for HVAC equipment, (iv) details of all millwork, (v) dimensions of all equipment and cabinets to be built in, (vi) furniture plan showing details of space occupancy, (vii) keying schedule (Premises must be keyed to permit entry by Building master key), if any, (viii) lighting arrangement, (ix) special HVAC equipment and requirements, (x) weight and location of heavy equipment, and anticipated loads for special usage rooms, (xi) demolition plan, (xii) partition construction plan, (xiii) all requirements under the Americans With Disabilities Act and other applicable acts, laws, or governmental rules or regulations pertaining to persons with disabilities, and all other applicable governmental requirements, and (xiv) final finish selections, and any other details or features requested by the Architect or Engineers or Landlord in order for the Plans to serve as a basis for contracting the Tenant Work. The Plans will be substantially consistent with the Space Plan without any material changes. The approval process for the Plans will be identical to the approval process for the Space Plan described above.

For purposes hereof, the "Tenant Work" means the purchase and installation of the improvements and items of work set forth in the Plans approved by Landlord.

2. SELECTION OF CONTRACTOR AND CONSTRUCTION OF TENANT WORK.

2.1 Contractor Bidding. After final approval of the Plans by Landlord, Tenant will promptly submit for pricing the approved Plans to a contractor selected by Tenant from a list supplied by Landlord of approved contractors.

2.2 Selection of Tenant Contractor. Tenant may negotiate with the contractor(s) and enter into a contract with the selected contractor (the "Tenant Contractor"). Tenant agrees to notify Landlord of its decision prior to the commencement of performance of any Tenant Work by the Tenant Contractor.

2.3 Work Standards. The Tenant Contractor must (and its contract must so provide):

- a. conduct its work in such a manner so as not to unreasonably interfere with other tenants, Building or project operations, or any other construction occurring on or in the Building or in the Premises;
- b. execute a set of and comply with the **Contractor Rules and Regulations** attached hereto as **Schedule 1** and comply with all additional rules and regulations relating to construction activities in or on the Building as may be reasonably promulgated from time to time and uniformly enforced by Landlord or its agents;
- c. maintain such insurance in force and effect as may be reasonably requested by Landlord or as required by applicable law; and
- d. be responsible for reaching an agreement with Landlord and its agents as to the terms and conditions for all contractor items relating to the conducting of its work including, but not limited to, those matters relating to hoisting, systems interfacing, use of temporary utilities, storage of materials and access to the Premises.

Landlord will have the right to approve all subcontractors to be used by Tenant's Contractor, which approval will not be unreasonably withheld. As a condition precedent to Landlord permitting the Tenant Contractor to commence the Tenant's Work, Tenant and the Tenant Contractor will deliver to Landlord such assurances or instruments as may be reasonably requested by Landlord to evidence the Tenant Contractor's and its subcontractors' compliance or agreement to comply with the provisions of this Paragraph 2.3.

2.4 Indemnity. Tenant will indemnify, defend and hold harmless Landlord, Landlord's mortgagee and their respective agents or employees against any claims, costs, including reasonable attorneys' and paralegals' fees, and liabilities, including without limitation, for injury to or death of any person, damage to any property and mechanics' liens or other liens or claims, arising out of or in connection with the work done by Tenant Contractor (and its subcontractors and sub-subcontractors) under its contract with Tenant.

2.5 Permits. Tenant will cause the Tenant Contractor to apply for any building permits, inspections and occupancy certificates required for or in connection with the Tenant Work, and will promptly submit to Landlord copies of the same. Tenant may not commence the Tenant Work unless and until all required permits are obtained.

2.6 Change Orders. Tenant may authorize change orders in the Tenant Work, but all such changes must be submitted to Landlord for approval, which approval will not be unreasonably withheld, conditioned or delayed. The approval process therefor will be the same as the approval process for the Plans. Tenant will be responsible for any delays or additional costs caused by such change orders.

2.7 As-Built Plans. Tenant will deliver to Landlord a copy of the as-built plans and specifications for the Tenant Work, and a copy of all operations and maintenance manuals for any equipment constituting a part of the Tenant Work and, pursuant to the Lease, to remain in the Premises upon expiration of the Lease Term, within 30 days after completion of the Tenant Work.

2.8 Compliance. Tenant will cause the Tenant Work to comply in all respects with the following: (1) the approved Plans, (2) all applicable building codes and other applicable governmental codes, laws, ordinances, rules and regulations, including the Americans With Disabilities Act and other applicable acts, laws, or governmental rules or regulations pertaining to persons with disabilities, and (3) the work rules and procedures set forth in Schedule I attached hereto. Landlord's right to review plans and specifications and to monitor construction will be solely for its own benefit, and Landlord will have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations.

3. COST OF THE TENANT WORK; AND ALLOWANCE.

3.1 Cost of The Tenant Work. Landlord will pay up to \$900.00 in the cumulative aggregate (the "Space Plan Allowance") for the cost of any Space Plan and any drafts thereof and all revisions thereto. Except for the Space Plan Allowance and except for the Allowance to be provided by Landlord as described below, Tenant will pay all costs (the "Cost of the Tenant Work") associated with the Tenant Work whatsoever, including, without limitation, all costs for or related to:

- a. the so-called "hard costs" of the Tenant Work, including, without limitation, costs of labor, hardware, equipment and materials, contractors' charges for overhead and fees, and so-called "general conditions" (including rubbish removal, utilities, freight elevators, hoisting, field supervision, building permits, occupancy certificates, inspection fees, utility connections, bonds, insurance, and sales taxes); and
- b. the so-called "soft costs" of the Tenant Work, including, without limitation, the Space Plan, the Plans, and all revisions thereto, and any and all engineering reports or other studies, reports or tests, air balancing or related work in connection therewith.

3.2 Allowance. Landlord will provide an allowance (the "Allowance") of up to the amount of \$190,992.00 (\$8.00 x 23,874 rsf in the Premises) toward the Cost of the Tenant Work. The Allowance may not be used for any other purpose, such as, but not limited to, furniture, trade fixtures or personal property. Landlord will have no obligation to disburse the Allowance or any portion thereof so long as any default under the Lease, as amended, exists and is continuing. If all or any portion of the Allowance is not used by December 31, 2020, Landlord will be entitled to the savings and Tenant will receive no credit therefor.

3.3 Funding and Disbursement. Landlord will fund and disburse the Allowance in monthly progress payment installments, subject to withholding 5% of each draw as retention, provided that Tenant has submitted all invoices, architect's certificates, certificates of insurance, a Tenant's affidavit, partial or final lien waivers (as appropriate) and affidavits of payment by the Tenant Contractor and all subcontractors, sub-subcontractors and material suppliers, and such other evidence as Landlord may reasonably require to evidence that the Cost of the Tenant Work has been paid, or is being paid with such draw, and that no mechanic's or other liens have been or may be filed against the Building or the Premises arising out of the design or performance of the Tenant Work. Landlord

may elect to disburse such monthly progress payments to Tenant or directly to the contractors, subcontractors and suppliers. At Landlord's election, the last monthly disbursement from the Allowance in respect of the Tenant Work will be made as a reimbursement to Tenant after Tenant has paid such amounts to the applicable contractors, subcontractors and suppliers. Notwithstanding any of the foregoing to the contrary, Landlord shall have no obligation to disburse more than \$35,811.00 of the Allowance prior to May 1, 2014, regardless the date on which the Tenant Work is performed or the disbursement is requested by Tenant.

3.4 Landlord's Costs. Tenant will pay Landlord's reasonable actual out-of-pocket costs for architectural and engineering review of the Space Plan and the Plans, and all revisions thereof. Tenant will pay for all utilities for the Tenant Work or otherwise consumed in or for the Premises during the Tenant Work. Tenant will be responsible for Landlord's costs and charges for security and hoisting or freight elevator, if any.

4. COMPLETION OF TENANT WORK. Tenant will notify Landlord upon completion of the Tenant Work.

5. MISCELLANEOUS.

A. Except to the extent otherwise indicated herein, the initially capitalized terms used in this Work Letter will have the meanings assigned to them in the Lease.

B. The terms and provisions of this Work Letter are intended to supplement and are specifically subject to all the terms and provisions of the Lease.

C. This Work Letter may not be amended or modified other than by supplemental written agreement executed by authorized representatives of the parties hereto.

D. Landlord's review and approval of the Plans shall not create or imply any responsibility or liability on the part of Landlord with regard to the completeness and design sufficiency of the Plans or the Tenant Work, or with regard to the compliance of the Plans or the Tenant Work with all laws, rules and regulations of governmental agencies.

SCHEDULE 1 TO EXHIBIT C

TENANT CONTRACTOR RULES & REGULATIONS

ALL CONTRACTORS

The Contractor shall be responsible to meet these performance requirements throughout the course of the Work. Exceptions shall only be allowed at the Owner's discretion and with Owner's prior written approval.

1. All Contractors and Subcontractors must sign in with Security before working in the Building.
2. All building permits necessary for the completion of the work shall be secured and paid for by the Contractor with copies provided to the Office of the Building.
3. All delivery of materials to the site shall be to the loading dock. No materials may be delivered through the main entrance doors or through the building lobbies.
4. Contractors must have its own supervisor on-site any time material is delivered or moved.
5. Deliveries and movement of materials into and out of the building must be done prior to 7:30 a.m. Monday through Friday unless otherwise approved by Managing Agent.
6. The Contractor and all subcontractors will use rubber wheeled carts when moving material through the building or removing trash from the building.
7. Protection of all public corridor surfaces and elevator lobbies is the responsibility of the Contractor. Masonite floor protection and cardboard wall protection will be required throughout certain jobs.
8. Under no circumstances will debris be allowed to remain in the building longer than twenty-four (24) hours. The work areas should be kept clean and organized at all times. Any large dumpsters for the removal of debris must be discussed with the Office of the Building.
9. While on-site, workers shall remain in areas of building related only to the area of their work and common lobby area. Permission must be acquired in order to park on building property.
10. No food, beverages, or smoking will be allowed on-site.
11. Any worker caught stealing, drinking alcohol, or using any illegal substance will be immediately banned from the site. Objectionable, abusive, or unacceptable personal behavior of contractor personnel is prohibited. Expected behavior is to be professional at all times.
12. Radios will not be allowed on the job site.
13. No cooking of any kind will be allowed on the site.
14. No unauthorized use of tenant or building space, restrooms, equipment, trash compactor, dumpster, parking, storage, and utilities.
15. Noisy operations will be done between 6:00 p.m. and 7:30 a.m. Monday through Friday and will be approved and coordinated with Agent. Loud noises off site are considered by Owner as objectionable.

16. The Contractor must shut off all lights in the area upon completion of the day's activities.
17. Building engineers must be on-site during after-hour work. There will be an additional charge to the Service Contractor if building engineer (s) are utilized on the job site beyond their normal working hours or for unusually long periods of time which disrupt their normal work responsibilities. Building engineers are on duty from 7:00 a.m. – 4:00 p.m. Monday through Friday. No Building engineer is scheduled Saturdays or Sundays. These costs, if incurred, will be absorbed by the Contractor and/or included in their bid or change order.
18. The Building engineer will monitor all work completed in the building to ensure that the work is done in a safe, professional, workmanlike manner and conforms to all building criteria, local codes and ordinances to the extent known. Contractor is responsible to fully comply with all local building codes and ordinances.
19. All HVAC servicemen must provide proof of EPA Certification BEFORE working on any refrigeration and air conditioning equipment. Also, the Contractor must use a refrigerant recovery unit if the refrigeration system is opened.
20. The Contractor is responsible for removal and capping of unused or abandoned conduit, cables, ductwork or other materials.
21. Any work which requires access to another tenant's space e.g. plumbing etc. must be scheduled with the Owner's Agent and Contractor must give at least 72 hours written notice of such request. The work will be done during premium time hours, most likely on a Saturday or Sunday.
22. The Contractor will notify the Owner's Agent in writing one week before any electrical shutdowns which might affect existing tenants.
23. A list of contractors and their subcontractors must be submitted to the Property Manager prior to the commencement of work.
24. All Contractors and subcontractors must have a current certificate of insurance on file with the Office of the Building prior to any work commencing.
25. The Contractor is only allowed to use their own dumpster and may not under any circumstances use the building's compactor or dumpster. If Contractor uses the building's dumpster, the Contractor will pay for the entire rental of such.

ADDITIONAL RULES FOR CONSTRUCTION CONTRACTORS

26. Any work deviation from permit plans approved by Jones Lang LaSalle and the City must be provided to the Property Manager for approval.
27. Contractor must have a City of Seattle building permit prior to the commencement of any work. The original permit must be displayed at the site and a copy submitted to the Office of the Building.
28. Building materials used will be of the highest quality and will be of the same manufacturer as existing materials. Any variance is to be pre-approved by the Managing Agent.

29. Contractor must submit three (3) sets of complete permit drawings to the Property Manager/Chief Engineer for approval prior to commencement. Plans will need stamped certification prior to submittal.
30. All construction must be scheduled with the Property Manager. Work not scheduled will not be allowed. A nightly memo will be distributed to Security to instruct them who is allowed on a daily basis. This includes notifying the Office of the Building when a dumpster will be delivered or collected.
31. Contractor personnel shall utilize the loading dock and elevator no. 1 for access to the Work site. Only in the event of an emergency shall Contractor personnel be permitted to use other means of egress.
32. All large deliveries and all demolition/materials including drywall must be completed before or after building hours via the dock only. Building hours are 8:00 a.m. – 6:00 p.m. Monday through Friday. If there is a shipment between these hours, it will be prohibited from entering the building.
33. All materials and waste shall be transported to and from the Work Site via elevator no. 1. All construction activity (i.e., deliveries, demo removal, etc.) must be made through the service elevator via the dock area. After hour service elevator may require a security guard running the elevator. There is a per hour charge for this service. Under no circumstance shall the passenger elevators be used without the written consent of the owner.
34. Elevator no. 1 will be available for construction during business hours in conjunction with building personnel and other building and tenant deliveries. No preferential treatment is afforded to the general contractor during the weekday hours 7:00 a.m. – 6:00 p.m.. Scheduling is in conjunction with other tenants of the building and is taken on a first come-first serve basis. Scheduling the general contractor's use should be made well in advance to ensure availability.
35. The Contractor will protect smoke detection devices in the areas where production of dust will occur. Please notify the Building Engineer when protection is in place so they may be checked.
36. Before any demolition and/or construction work may begin, it must be determined whether such work will affect the fire alarm system. If it is determined that such demolition and/or construction work may trigger the fire alarm system, it will be necessary for the Contractor to notify the Building Engineer.
37. It shall be the responsibility of the Contractor to isolate the heating, ventilating, and air conditioning systems of the Work Site from the remainder of the building. Under no circumstance shall the Contractor utilize materials such as but not limited to: cleaning agents, paints, thinners, or adhesives that if released in the Work Site atmosphere could spread to tenant areas, causing discomfort or posing any type of health hazard.
38. In the event that any fire and life safety system will need to be disabled to complete the Work, the Contractor must notify the Owner in advance of such event in writing.
39. In the event any soldering or welding apparatus is required to complete the Work, the Contractor must notify the Owner of such event.
40. Contractor must ensure that all common areas remain clean during the job. This means that all hallways, restrooms, lobby must be cleaned, including dust removal and shoe prints. Under no circumstances should construction personnel use the passenger elevators.

41. All drywall, conduit, and other materials must be delivered after 6:00 p.m. and prior to 7:00 a.m. Additionally, all deliveries exceeding four (4) elevator loads are permitted through the reservation process.
42. All drywall deliveries must be delivered through the dock and via elevator no. 1 only. Under no circumstance is drywall, drywall studs, conduit, and other larger materials or supplies allowed in the lobby or on a passenger elevator.
43. Contractor must properly dispose wastes, residues, or debris.

Exhibit D

Dispute Resolution Method

If, in accordance with Paragraph 6 of this Amendment, Tenant disputes Landlord's determination of Fair Market Rent or Fair Market Allowance or both, then Landlord and Tenant will negotiate for 15 business days after Landlord's initial determination of Fair Market Rent and Fair Market Allowance. If Landlord and Tenant do not come to an agreement on Fair Market Rent and Fair Market Allowance within such 15-business day period, then Landlord and Tenant will exchange sealed bids of their respective final determinations of Fair Market Rent and Fair Market Allowance. If the lower of the two determinations of Fair Market Rent is no less than 95% of the higher of the two determinations of Fair Market Rent, and if Fair Market Allowance is not in dispute or such dispute is resolved by averaging the two parties' positions as set forth below in this grammatical paragraph, then the Fair Market Rent will be the average of the two determinations, and otherwise the parties will proceed to arbitration as set forth below. If the lower of the two determinations of Fair Market Allowance is no less than 95% of the higher of the two determinations of Fair Market Allowance, and if Fair Market Rent is not in dispute or such dispute is resolved by averaging the two parties' positions as set forth above in this grammatical paragraph, then the Fair Market Allowance will be the average of the two determinations, and otherwise the parties will proceed to arbitration as set forth below.

Arbitration to determine the Fair Market Rent and Fair Market Allowance shall be in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association. Unless otherwise required by state law, arbitration shall be conducted in the metropolitan area where the Building is located by a single arbitrator unaffiliated with either party. Within 15 days after the exchange of determinations by Landlord and Tenant, the parties will appoint a single arbitrator to decide the issues between them. Such arbitrator must be a competent and impartial person, must be a member of the American Institute of Real Estate Appraisers (or its successor organization) with a then-current senior designation of MAI (or then comparable designation) currently certified under the continuing education program, and having at least 10 years' experience in appraising commercial properties in the Pertinent Market. If the parties are unable to agree upon appointment of such a person within 5 business days after the expiration of such 15-day period, then either party, on behalf of both, may request appointment of such a qualified person by the then Chief Judge of the United States District Court (or, if such Chief Judge is not reasonably obtainable, then another judge of such court) having jurisdiction over the jurisdiction in which the Building is located, and the other party will not raise any objections as to such judge's full power and jurisdiction to entertain the application for and make the appointment. The arbitrator shall decide the dispute if it has not previously been resolved by following the procedure set forth below and will attempt to render a decision within 15 business days after appointment. In any case, the arbitrator will render its decision within 45 days after appointment. In the event that arbitrators with the qualifications described in this paragraph are unavailable, qualified consultants with similar qualifications may be substituted.

If either Fair Market Rent or Fair Market Allowance are in dispute and are to be decided by arbitration, then both will be decided by arbitration unless the parties otherwise agree in writing. The arbitrator must choose either the Landlord's proposal for both Fair Market Rent and Fair Market Allowance, or the Tenant's proposal for both Fair Market Rent and Fair Market Allowance (as set forth in the sealed bids exchanged prior to the appointment of the arbitrator, in accordance with the foregoing provisions) and may not compromise between the two or select some other amount or select one of Landlord's determinations and one of Tenant's determinations. The cost of the arbitration shall be paid by Landlord if the decision by the arbitrator is that proposed by Tenant and by Tenant if the decision by the arbitrator is that proposed by Landlord. The attorneys' fees and expenses of counsel for the respective parties and of witnesses will be paid by the respective party engaging such counsel or calling such witnesses.

The parties consent to the jurisdiction of any appropriate court to enforce the arbitration provisions of this addendum and to enter judgment upon the decision of the arbitrator. Notice of the appointment of the arbitrator shall be given in all instances to any mortgagee who prior thereto shall have given Tenant a

written notice specifying its name and address. Such mortgagee shall have the right to be represented, but not to participate, in the arbitration proceeding.

If Tenant becomes obligated to pay Base Rental, or adjustments thereto, if any, with respect to any space or any period prior to when the Fair Market Rent for such space or period has been determined in accordance with the foregoing, Tenant will commence paying Base Rental and adjustments thereto, if any, utilizing the Fair Market Rent specified by Landlord in its notice of the Fair Market Rent for such space or period. Following determination of the Fair Market Rent in accordance with the foregoing, Landlord and Tenant shall, by a cash payment within thirty (30) days after the date of such determination, adjust between themselves the difference, if any, between the Base Rental and adjustments thereto, if any, paid by Tenant pursuant to the foregoing sentence and the Base Rental and adjustments thereto, if any, actually owed by Tenant pursuant to the terms of the Lease for the period prior to such determination.

