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BOOK 215 PAGE 146

AFTER RECORDED, RETURN TO
 Department of General Administration
 Division of Real Estate Services
 Post Office Box 41015
 Olympia, Washington 98504-1015

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 Dept. of General
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 ASSESSOR
 GARY H. OLSON

Document Title:	Lease Amendment
Lessee:	Vine Street Investors
Lessor:	Department of Social and Health Services
Legal Description:	
Common Street Address: 266 Second Avenue, Stevenson, Washington.	
<p>Approximately 6,332 square feet of office space, being the entire building located on Parcel No. 02-07-01-1-1-4190-99 and No. 02-07-01-1-1-4000-00 commonly known as 266 Second Avenue, in the City of Stevenson, Washington, together with exclusive use of thirty (30) designated parking stalls, twenty-four (24) of which are covered, including parking designated for persons with disabilities per code, all situate on property legally described as: Lots 22, 23, and 24, Block 7, "Town of Stevenson," situated in the Northeast quarter of Section 1, Skamania County, Washington.</p>	
<p>Reference: 126726 Book 168 Pages 854 through 862</p> <p>Assessor's Tax Parcel Number(s): 02-07-01-1-1-4190-00 and 02-07-01-1-1-4000-00</p> <p>2-7-1-1-1-4000 10-1-01 4441</p>	

Dept. of General Administration
Division of Property Development
Room 230 General Administration Bldg.
P.O. Box 41015
Olympia, WA. 98504-1015

NA
REAL ESTATE EXCISE TAX

JAN 20 1998

PAID NA

Lease No. SR&L 7269
SR 389-88

SKAMANIA COUNTY TREASURER

(Stevenson) BAA/aj
Page 1 of 4
October 20, 1997

LEASE AMENDMENT

This amendment of Lease Number SR&L 7269 dated September 26, 1996 is made and entered into between Vine Street Investors, a Washington general partnership, whose address is Post Office Box 430, Arlington, Washington 98223-0430, hereinafter called the Lessor, and the State of Washington, Department of Social and Health Services, acting through the Department of General Administration, hereinafter called the Lessee.

Legal description of leased premises:

Tax Parcel Number: 02-07-01-1-1-4190-00 and 02-07-01-1-1-4000-00.

Common Street Address: 266 Second Avenue, Stevenson, Washington.

Approximately 6,332 square feet of office space, being the entire building located on Parcels No. 02-07-01-1-1-4190-99 and No. 02-07-01-1-1-4000-00 commonly known as 266 Second Avenue, in the City of Stevenson, Washington, together with exclusive use of thirty (30) designated parking stalls, twenty-four (24) of which are covered, including parking designated for persons with disabilities per code, all situate on property legally described as: Lots 22, 23, and 24, Block 7, "Town of Stevenson," situated in the Northeast quarter of Section 1, Skamania County, Washington.

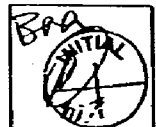
The purpose of this lease amendment is as follows:

- 1) To delete paragraph 3 of the original lease dated September 26, 1996 and replace with the following:

TERM

TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning July 1, 1997 and ending June 30, 2012.

- 2) To delete paragraph 4 of the original lease dated September 26, 1996 and replace with the following:



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October 20, 1997

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RENTAL RATEThe Lessee shall pay rent to the Lessor for the premises at the following rate:For the period beginning July 1, 1997 and ending June 30, 2002:BASE RENT:Six Thousand Four Hundred Eleven Dollars and Fifteen Cents \$6,411.15TENANT IMPROVEMENTS AMORTIZATION:Seven Hundred Twenty-eight Dollars and Ninety-nine Cents \$728.99TOTAL MONTHLY PAYMENT:Seven Thousand One Hundred Forty Dollars and Fourteen Cents \$7,140.14For the period beginning July 1, 2002 and ending June 30, 2007:BASE RENT:Seven Thousand Three Hundred Sixty Dollars and Ninety-five Cents \$7,360.95For the period beginning July 1, 2007 and ending June 30, 2012:BASE RENT:Eight Thousand Eighty-nine Dollars and Thirteen Cents \$8,089.13Payment shall be made at the end of each month upon submission of properly executed vouchers.

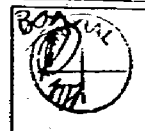
- 3) To delete paragraph 7 of the original lease dated September 26, 1996 and replace with the following:

CONSTRUCTION

The Lessor shall, at Lessor's sole cost and expense, on or about June 20, 1997, complete in good and workmanlike manner the building project as shown and represented on state approved plans and specifications, attached hereto as Exhibit "A," approved by the Division of Property Development Facilities Planning Manager on September 16, 1996, initialed by both parties hereto and incorporated into this instrument by reference. Prior to commencement of construction, Lessor will provide and submit a complete set of construction working drawings to the Division of Property Development Project Architect for written approval. Colors for all interior finish work shall be chosen by tenant. Lessor agrees to provide the services of its own architect, at no cost to Lessee, to accommodate completion of the required plans and drawings in a timely manner. Reasonable extensions beyond the June 20, 1997 completion date may be necessary and, if necessary, will be mutually agreed upon between the parties.

- 4) To delete paragraph 7A of the original lease dated September 26, 1996 and replace with the following:

Upon satisfactory completion of the above mentioned alterations, Lessee shall pay to Lessor the amount of \$33,916.01 (which includes Washington state sales tax) at the rate \$728.99 per month including interest at the rate of 10.5% per annum effective July 1, 1997 through June 30, 2002.



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October 20, 1997

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All other terms, conditions, covenants, and amendments to this lease, unless specifically altered, modified, or changed herein, remain in full force and effect.

The effective date of this amendment is July 1, 1997.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names

VINE STREET INVESTORS L.L.C.

By: [Signature]

Title: MANAGER

Date: 12/30/97

(Lessor: If corporation, partnership, or other officer with legal authority other than a natural person, give title)

FEDERAL TAX ID. NUMBER 91-1279940

APPROVED AS TO FORM:

By: [Signature]

Assistant Attorney General

Date: 12-12-97

By: [Signature]

Burton A. Appelo
Real Estate Project Coordinator

Date: 11-7-97

STATE OF WASHINGTON

Department of Social and Health Services

Acting through the Department
of General Administration

[Signature]
Mark L. Lahaie
Real Estate Services Group Manager
Division of Property Development

Date: 12-16-97

STATE OF Washington
County of Snohomish) ss.

On this 30th day of October, A.D., 19 97, before me personally appeared J. Brent McKinley to me known to be the manager of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.



In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above

[Signature]
Notary Public in and for the State of Washington,
Residing at Lake Stevens
My commission expires 11/24/98



Lease No. SR&L 7269

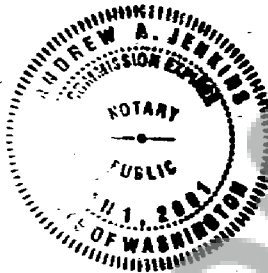
October 20, 1997

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STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 16TH day of DECEMBER 97, personally appeared before me MARK L. LAHAIE, Real Estate Services Group Manager, Division of Property Development, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Washington,
Residing at Olympia
My commission expires 1/1/01

