

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. LWA07206	DATE Sep 15, 2011	PAGE 1 of 2
ADDRESS OF PREMISES 1126 Pacific Avenue, Tacoma, WA 98402-4304		Bldg #WA7998	

**THIS AGREEMENT**, made and entered into this date by and between **CARDINAL EQUITIES LLC**

whose address is: 260 S Beverly Drive, Suite 201  
Beverly Hills, CA 90212-3812

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

**WHEREAS**, the parties hereto desire to amend the above lease to order change orders to tenant improvements, which exceed the tenant improvement allowance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 19, 2011, as follows:

On June 8, 2011, the Government issued a Notice To Proceed (NTP) for construction of TIs at 1126 Pacific Avenue, Tacoma, WA 98402. This NTP was issued in the total amount of \$269,554.10. Subsequently, the Lessor submitted change order #1, as attached hereto as Exhibit #1. This change order totals \$3,520.00, and has been reviewed by the Government and determined to be fair and reasonable.

Therefore, this SLA orders tenant improvements associated with change order #1 in the amount of \$3,520.00. The total tenant improvements are \$273,074.10. The amount exceeds the TIA of \$211,396.34, by a total of \$61,677.76. This amount shall be paid to the Lessor via a one-time lump sum payment. This payment shall occur upon completion, inspection, and acceptance of the work by the Government and receipt of a complete invoice for this work, as described below. Total cost of the project is now calculated as not to exceed \$273,074.10.

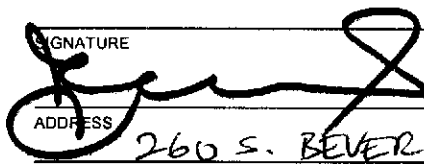
Only the GSA Contracting Officer has the authority to obligate Government funds for any work, request or demand under the terms and conditions of the contract. While there may be discussions regarding potential changes, you are required to obtain approval from the GSA Contracting Officer through a signature or written affirmation prior to proceeding, regardless of cost.

The Lessor is to maintain a budget log and tracking of all expenditures against the agreed upon amount above and provide this at the request of the government. The Lessor is also required to track all change orders and seek approval of all change orders from the GSA Contracting Officer prior to the commencement of work. Change orders are to be reflected as part of the budget tracking, regardless of cost.

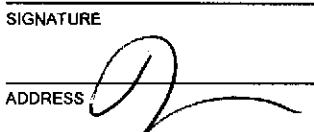
**Continued on page 2**

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR**

SIGNATURE 	NAME OF SIGNER PETER COLTEN
ADDRESS 260 S. BEVERLY DR #201, BEVERLY HILLS, CA 90212	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER JENNAH CHAVEZ
ADDRESS	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER TERRIA HEINLEIN
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER	

The original invoice must be submitted directly to the GSA Finance Office at [www.gsa.finance.gov](http://www.gsa.finance.gov) or the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Terria Heinlein  
400 15th St SW  
Auburn, WA 98001-6599

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # ~~PS0020534~~ PDN # PS0021143 *PE JH*

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

All other terms and considerations of the lease shall remain in full force and effect unless otherwise amended.