## SUPPLEMENTAL LEASE AGREEMENT SUPPLEMENTAL LEASE AGREEMENT NO. 02 GS-10B-07006 DATE NOV 3 2011 PAGE 1 of 2 ADDRESS OF PREMISES Kent Station 4 Building, Ramsay Way, 4<sup>th</sup> Floor, Kent, WA 98032-4502 BUILDING NUMBER WA7960ZZ

THIS AGREEMENT, made and entered into this date by and between TERRAGON—KENT STATION PHASE IV. LLC

whose address is 600 STEWART STREET, SUITE 1920 SEATTLE, WA 98101-1094

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 tenant improvements.

**NOW** THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective 10/20/2011, as follows:

<u>Supplemental Lease Agreement (SLA) No. 2</u> is issued to incorporate the movement of two monitor mounts, and the installation of a third monitor mount on the 4<sup>th</sup> floor where the monitors will be displayed. Details of the cost proposal, statement of work and pricing information are attached. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on mutually approved plans, budgets and schedules.

<u>Warranty:</u> The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10B-07006 with Supplemental Lease Agreements 1 through 2, and GSA Form 3517 General Clauses.

<u>Restoration</u>: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Supplemental Lease Agreement. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

<u>Site Conditions</u>: The Lessor shall maintain worksite conditions in accordance with Supplemental Lease Agreement Number 2 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

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

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							GSA FORM 276	(REV. 8/2006)

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<u>Payment:</u> The total cost for tenant improvements is in accordance with the attached pages. Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the total cost listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: GS-10B-07006
- Building address: Kent Station 4 Building, Ramsay Way, 4<sup>th</sup> Floor, Kent, WA 98032-4502
- Payment reference number: PS0021673
- · Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor must submit invoice documents electronically at <a href="www.finance.gsa.gov">www.finance.gsa.gov</a> and inform the Lease Administration Manager of the submittal at <a href="maintenance.gsa.gov">aaron.heier@gsa.gov</a>. If the Lessor cannot submit documents electronically, hard copies must be sent to:

**Original Documents** 

GSA Greater Southwest Finance Center Attn: PBS Payments Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102 Copies

GSA Downtown Seattle Field Office Attn: Aaron Heier 915 2<sup>nd</sup> Ave, Rm 566 Seattle, WA 98174

<u>Notice to Proceed:</u> Upon execution by the Government, this Supplemental Lease Agreement serves as a Notice to Proceed. The Lessor shall complete the alterations within 30 calendar days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

<u>Schedule:</u> The Lessor shall provide a schedule within 10 calendar days from receipt of the executed Supplemental Lease Agreement. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

<u>Change Orders:</u> The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

All other terms and conditions remain in full force and effect.

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