SUPPLEMENTAL LEASE AGREEMENT SUPPLEMENTAL LEASE AGREEMENT NO. TO LEASE NO. LWA07062 III DATE PAGE 10 LWA07062 III DATE 1 of 2 ADDRESS OF PREMISES - Northview Corporate Center, 20700 44th Avenue West, Lynnwood, WA 98036-7742 Bldg #WA7975

THIS AGREEMENT, made and entered into this date by and between Northview Corporate Center, LLC,

whose address is:

Previous edition is not usable

20700 44th Ave W

Lynnwood, WA 98036-7742

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 October 17, 2011, as follows:

On June 7, 2011, the Government issued a Notice To Proceed (NTP) for construction of TIs on expansion space of 11,663 RSF at 20700 44th Ave. W. Lynnwood, WA 98036. This NTP was issued in the total amount of \$584,254.00. This amount exceeded the TIA (Tenant Improvement Allowance) of \$471,603.00, by a total of \$112,651.00. Subsequently, the Lessor submitted change orders #1- #6 on previous SLAs, SLA #7 & SLA #8. These change orders totaled \$38,384.20. Beneficial Occupancy was established by SLA #9 on August 22, 2011. Additional change orders #7-#12 have now been submitted and are hereby attached as Exhibit #1(Six (6) pages). These change orders have been reviewed by the Government and determined to be fair and reasonable.

Therefore, this SLA orders tenant improvements for change orders #7-#12 in the amount of \$3,753.44. 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 \$626,391.64.

Only the <u>GSA Contracting Officer</u> 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 WITNES eunto subscribed their names as of the date first above written. LESSOR SIGNATURE NAME OF SIGNER 2.691 ADDRESS IN PRESENCE OF SIGNATURE NAME OF SIGNER ADDRESS ES OF AMERICA NAME OF SIGNER SIG **GSA FORM 276** AUTHORIZED FOR LOCAL REPRODUCTION

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The original invoice must be submitted directly to the GSA Finance Office at 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 # PS0020855

If the involce 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.

INITIALS: LESSOR GOVT

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