

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 05	TO LEASE NO. GS-10B-07156	DATE 5/29/12	PAGE 1 of 2
ADDRESS OF PREMISES Seatac Office Center, 18000 International Blvd, Seatac, WA 98188-4253			BUILDING NUMBER WA7994ZZ

THIS AGREEMENT, made and entered into this date by and between SEATAC VENTURE 2010, LLC.

whose address is 810 NW MARSHALL STREET
SUITE 300
PORTLAND, OR 97209-3726

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 a change order to the tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 14th, 2012, as follows:

On April 2nd, 2012, the Government issued a Notice to Proceed (NTP) for construction of TI's for the installation of security upgrades on the second floor of the Seatac Office Center located at 18000 International Blvd., Seatac, WA 98188. The NTP was issued in the total amount of \$8,168.21 via Supplemental Lease Agreement (SLA) #4. Change Order #1 has been submitted by the Agency and a price submitted by the Lessor, and is hereby attached as Exhibit A (4 pages). This change order has been reviewed by the Government and is determined to be fair and reasonable. 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.

Therefore, this SLA #5 orders tenant improvements for Change Order #1 in the amount of \$2,033.07. 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 \$10,201.28.

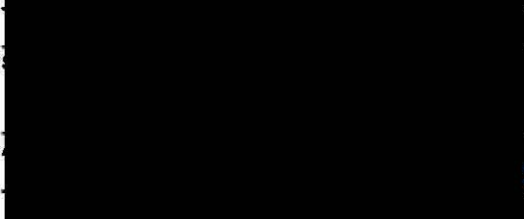
Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Supplemental Lease Agreement. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.


Site Conditions: The Lessor shall maintain worksite conditions in accordance with OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

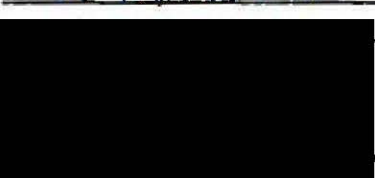
Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required 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.

	LESSOR
	NAME OF SIGNER Trond Ingvaldsen Senior Vice President
300, Portland, OR 97209	

	IN PRESENCE OF
	NAME OF SIGNER Jessica Thorp
St. suite 300, Portland, OR 97209	

	UNITED STATES OF AMERICA
	NAME OF SIGNER Andrew J. Mohr
	OFFICIAL TITLE OF SIGNER Contracting Officer

Payment: The total cost for tenant improvements is outlined above. 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-07156**
- Building address: **Seatac Office Center, 2nd Floor, 18000 International Blvd., Seatac, WA 98188**
- Payment reference number: **PS0019404**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor must submit invoice documents electronically at www.finance.gsa.gov and inform the Lease Administration Manager of the submittal at breanne.quigley@gsa.gov. 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

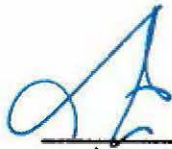
Copies
GSA Greater Puget Sound Service Ctr.
Attn: Breanne Quigley
400 15th Street SW
Auburn, WA 98001

Notice to Proceed: 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.


Schedule: The Lessor shall provide a schedule within seven calendar days from receipt of the executed Supplemental Lease Agreement #5. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

Change Orders: 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.



Lessor

& 

Government