

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 2	Date: <i>June 15, 2011</i>
TO LEASE NO. GS-10B-07187		Building # WA8021

ADDRESS OF PREMISES **22215 26 Avenue SE
Bothell, WA 98011-4425**

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THIS AGREEMENT, made and entered into this date by and between **Arden Realty Limited Partnership**

Whose address is: **11601 WILSHIRE BOULEVARD, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90025-0509**

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 issue Notice To Proceed with the construction of Tenant Improvements for leased space of 30,470 RSF/27,635 ABOA SF.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **June 13, 2011**, as follows:

On April 12, 2010, the Government awarded a contract to lease 30,470 RSF/27,635 ABOA SF space at 22215 26 Avenue SE, Bothell, WA 98011-4425 under the terms and conditions of Lease GS-10B-07187. The paragraph in the Solicitation for Offers (SFO), attached to and forming a part of this lease, that references Tenant Improvements prior to the Government's Initial Acceptance of space, required you to submit a proposal based on adequate competition for the Tenant Improvement (TI) costs associated with this lease.

Based on this contract requirement, we have reviewed your TI costs and determined that they are fair and reasonable. The Government hereby issues this Notice To Proceed (NTP) for the construction of the TIs in the amount of **\$1,271,163.19**. Further, the NTP for the amount above is within the Tenant Improvement Allowance (TIA) that is stated in the lease and amortized in the contract rental rate; provided, however, in the event that any change orders, revisions or modifications of the Tenant Improvements after the effective date of this Supplemental Lease Agreement shall cause the TI costs to exceed the TIA, the Government shall be responsible for such costs in accordance with Section 3.3 of the SFO.

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.

All other terms and conditions of the Lease shall remain in force and effect unless otherwise amended.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor:
BY: 

Scott E. Lyle
Chief Operating Officer

11601 WILSHIRE BLVD.
FOURTH FLOOR
LOS ANGELES, CA 90025

(Signature)

(Address)



TERRIA HEINLEIN
CONTRACTING OFFICER

(Signature)

(Official Title)