## SUPPLEMENTAL LEASE AGREEMENT SUPPLEMENTAL LEASE AGREEMENT NO. TO LEASE NO. GS-10B-07227 BLDG NO. WA8026 ADDRESS OF PREMISES: 3809 Broadway, Everett, WA 98201-5031

THIS AGREEMENT, made and entered into this date by and between CEP-EMS 07, LLC

whose address is: 2829 Rucker Avenue, Suite 100

Everett, WA 98201-3456

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 and order Tenant Improvements (Ti's) which exceed the Tenant Improvement Allowance (TIA).

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective <u>January 10, 2012</u>, as follows:

Paragraph 21 is hereby added to the lease:

## 21. Notice to Proceed for TI costs over the Tenant Improvement Allowance and Lump Sum Payment

A. The Government has reviewed the Lessor's TI cost proposal and determined that the proposal is fair and reasonable. This SLA serves as the Lessor's Notice to Proceed for the construction of TIs in the amount of \$809,638.33, which includes Tenant improvements and Security items as described below. S aid amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work.

## **Tenant Improvements**

The total cost for Tenant Improvements in the amount of \$791,849.81 exceeds the TIA of \$513,828.80, which is stated in the Lease and amortized into the rental rate. The costs for TIs over the TIA in the amount of \$278,021.01 will be paid via lump sum, upon completion, inspection, and acceptance of the space; and upon receipt of an original invoice by the Contracting Officer.

<u>Security Items</u>: The lessor provided a separate TICS table for costs associated with Security Items requested to be completed by the Agency. The costs for the security items provided is over the tenant improvement allowance in the amount of \$17,788.52 and will be paid via lump sum, upon completion, inspection, and acceptance of the space; and upon receipt of an original invoice by the Contracting Officer.

| reto have hereunto subscribed their names as of the date first above written. |  |
|---|--|
| LESSOR  |  |
| r CET-EMS 07, LLC   | NAME OF SIGNER Thamas P. Hoban, Jr.              |
| ADDRESS 2829 Rucker Ave., #100 Everett, WA 98201                              |  |
| IN PRESENCE OF  |  |
| As Srup Coast Real Estate Brett A. Carlton                                    |  |
| ADDRESS 2829 Rucker Ave., #100 Everett, WA 98201                              |  |
| UNITED STATES OF AMERICA  |  |
|   | NAME OF SIGNER  OFFICIAL TITLE OF SIGNER OFFICER |

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The original invoice must be submitted electronically to (<u>www.finance.gsa.gov</u>) with a courtesy copy to the Contracting Officer and the GSA Finance Office at the following addresses:

Invoice Address:

General Services Administration PBS Payment Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102-0181 Courtesy Copy Address: General Services Administration Attn: C/O Lee Dumas 400 15<sup>th</sup> Street SW 10PCS Auburn, WA 98001

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 # for Tenant Improvements: PS0022363
- GSA PDN # for Security Items: PS0022471

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

B. The Government-approved design intent drawings which formed the basis for the TI costs are hereby incorporated into the lease as Exhibit A (1 page).

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

INITIALS:

GSA FORM 276 (REV. 8/2006) BACK