

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 19	TO LEASE NO. GS-10B-07170	DATE April 3, 2012	PAGE 1 of 8
ADDRESS OF PREMISES 300 Fifth Avenue, Seattle, WA 98104			BUILDING NUMBER WA7962

THIS AGREEMENT, made and entered into this date by and between YESLER INVESTMENT COMPANY, LLC

whose address is 1000 SECOND AVENUE, SUITE 1800
SEATTLE, WA 98104-1046

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 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 March 28, 2012, as follows:

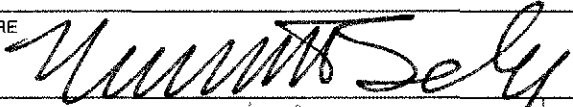
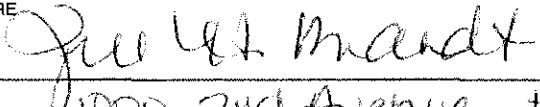
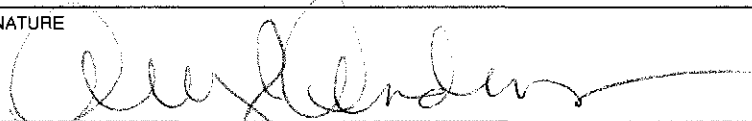
Supplemental Lease Agreement (SLA) No. 19 is issued to incorporate the alterations of the sixth floor. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A, Pages 3-8. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on mutually approved plans, budgets and schedules.

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.

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	
SIGNATURE 	NAME OF SIGNER Martin Selig
ADDRESS 1000 2nd Avenue, #1800, Seattle, WA 98104	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Jill H. Brandt
ADDRESS 1000 2nd Avenue, #1800, Seattle, WA 98104	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Amy L. Anderson OFFICIAL TITLE OF SIGNER Contracting Officer

Payment: The total cost for tenant improvements is \$ 9,621.57 in accordance with Exhibit A. 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-07170**
- Building address: **WA7962**
- Payment reference number: **PS0020179**
- 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 amy.anderson@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 Seattle Metropolitan Service Center
Attn: Amy L. Anderson
915 Second Avenue, Room 566
Seattle, WA 98174

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 20 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 5 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.

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.

