

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3 TO LEASE NO. GS-10B-07170 DATE May 20, 2011 PAGE 1 of 23  
ADDRESS OF PREMISES 300 Fifth Avenue, Seattle, WA 98104 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 provide Notice To Proceed (NTP) on five (5) change orders.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 5, 2011, as follows:

- I. In separate correspondence dated 3/3/11, the Government issued a Notice to Proceed for Tenant Improvements (TI) in the amount of \$1,026,201.42. This amount includes the Tenant Improvement Allowance (TIA) in the lease of \$981,800.00. This SLA #3 approves Change Orders CR-3, CR - 6.1, CR - 8.1, CR - 11, and CR - 12 per Change Order Log dated 5/2/11 in the amount not to exceed \$27,813.00 and issues the NTP for construction of these Change Orders. This amount shall include all materials, labor, and overhead and the Lessor is to complete the work to the Government's satisfaction. The Change Orders are hereby attached and made a part of the lease as Exhibit A.
- II. This SLA#3 also approves and requests the Lessor order consulting services for LEED-CI (Commercial Interiors) Feasibility and Administration for the TI's on the 8<sup>th</sup> floor space. These services cost \$23,900.00 which will be paid in a lump sum payment to the Lessor upon completion and acceptance by the Government. Attached is the scope and proposal for this order which becomes part of the lease as Exhibit B.
- III. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$27,813.00 for the change orders under PS0020179 and \$23,900 for the LEED CI services under PS0020180, upon receipt of an original invoice.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Or electronically at [www.finance.gsa.gov](http://www.finance.gsa.gov).

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**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

## LESSOR

SIGNATURE *[Signature]* NAME OF SIGNER Martin Selig  
ADDRESS 1000 2nd Ave #1800 Seattle WA 98104

## IN PRESENCE OF

SIGNATURE *[Signature]* NAME OF SIGNER Theresa Howard  
ADDRESS same

## UNITED STATES OF AMERICA

SIGNATURE *[Signature]* NAME OF SIGNER TERRIA HEINLEIN  
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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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 # PS0020179 for the \$27,813.00 and PS0020180 for \$23,900.00.

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

IV. The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS: TH LESSOR  
GOVT

GSA FORM 276 (REV. 8/2008) BACK