

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 03	TO LEASE NO. GS-10B-07111	BUILDING NO. WA7987	DATE 12/28/11	PAGE 1 of 2
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ADDRESS OF PREMISES Nicholson Plaza - 1802 Black Lake Boulevard, Olympia, WA 98512-5665

THIS AGREEMENT, made and entered into this date by and between **NICHOLSON PROPERTIES, LLC**

whose address is 1802 BLACK LAKE BLVD SW, SUITE 301
OLYMPIA, WA 98512-5665

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government: **WHEREAS**, the parties hereto desire to amend the above Lease contract to establish beneficial occupancy and to document the approved change orders and lump sum payment procedures. This SLA No. 03 voids and replaces SLA No. 03 dated November 2, 2011 because of an incorrect term of fifteen (15) years versus the correct term of ten (10) years.

NOW THEREFORE, the parties for the considerations hereinafter mentioned covenant and agree that the Lease is amended effective upon execution by the Government, as follows:

Paragraph 2 of the lease is hereby deleted in its entirety and replaced as follows. Paragraphs 18 and 19 are added.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years beginning on September 15, 2011 through September 14, 2021, subject to termination and renewal rights as may be set forth in the original lease."

18. SLA2 recorded the Notice to Proceed with Tenant Improvements. The actual Tenant Improvement cost is \$291,910.59 plus change orders of \$62,028.86 totaling **\$353,939.45** of which \$106,845.00 (\$42.50/ABOA) is amortized in the rent at a rate of 7% over the 120 month firm term of the Lease. The Government shall make a lump sum payment for the remaining \$247,094.45 of Tenant Improvement costs per Lease paragraph 19 below. No additional payments for Tenant Improvements shall be paid unless it is a Change Order approved by the Contracting Officer with a Supplemental Lease Agreement.

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

LESSOR NICHOLSON PROPERTIES, LLC

SIGNATURE	[Redacted]	NAME OF SIGNER Drake Nicholson
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ADDRESS 1802 Black Lake Blvd. SW #301 - Olympia, WA 98512

IN PRESENCE OF

SIGNATURE	[Redacted]	NAME OF SIGNER Desiree Green
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ADDRESS 1802 Black Lake Blvd. SW #301 - Olympia, WA 98512

UNITED STATES OF AMERICA

[Redacted]	NAME OF SIGNER TERRIA HEINLEIN
[Redacted]	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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19. The following Change Orders are authorized by the Government and should be included in the lump sum invoice total cost in Paragraph 18:

C.O. No.	Description	Amount
N/A	Lump sum cost at Notice to Proceed	\$185,065.59
1	Kane Screen locking mechanisms and labor for 28 Windows	\$ [REDACTED]
2	Box in Ceiling	\$ [REDACTED]
3	Fence/Electrical	\$ [REDACTED]
4	Security & communications outlets outlined in the 5/10/11 e-mail from Mitzi Lavonis	\$ [REDACTED]
5	Electrical provisions related to the roof-top antenna, as discussed on the jobsite with Josh Lane	\$ [REDACTED]
6	Electrical	\$ [REDACTED]
	Total Lump Sum Cost	\$247,094.45

Upon completion, inspection and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment.

The original invoice or electronically at www.finance.gsa.gov 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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Terria Heinlein
GSA Western Service Center
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 # **PS0019884**

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

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

INITIALS: *[Signature]* LESSOR
[Signature] GOVT