

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. 2</p>
<p>ADDRESS OF PREMISES Home Plate Center 1521 1st Avenue South Seattle, WA 98134-1464</p>	<p>TO LEASE NO. GS-10P-LWA07488 Building No.: WA8070</p> <p>PDN Number: PS0038319</p>

THIS AMENDMENT is made and entered into between **1521 First Avenue South LP**

whose mailing address is: 270 S Hanford Street, Suite 100, Seattle, Washington 98134-1838

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 revise change order procedures, issue notices to proceed with Tenant Improvement and BSAC work, and provide lump sum payment instructions.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 2, 2017, as follows: paragraph 7.02 is hereby deleted and replaced. Paragraphs 7.04, 7.05, and 7.06 are hereby added.

CONTINUED ON PAGE 2

This Lease Amendment contains 4 pages and exhibits 2-A (1 page) and 2-B (1 page).

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

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

FOR THE LESSOR:


Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____


Donald K. Hayes
Sr. VP Property Management
1521 1st Ave S. JLD
May 3, 2017

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

GSA, Public Buildings Service

Date: _____

LINDSEY D. SNOW
CONTRACTING OFFICER


 Lindsey Snow
 Lease Contracting Officer
 MAY 4 2017


WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____


Bethley Tucker
Receptionist
May 3, 2017

7.02 CHANGE ORDER PROCEDURES

- A. The General Conditions will not exceed **5%** of the total subcontractor's costs.
- B. The General Contractor's fee will not exceed **8%** of the total subcontractor's costs plus General Conditions for the Change Order.
- C. The Architectural/Engineering fees for construction changes will not exceed **5%** of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).
- D. Changes within the scope of the Lease that occur during design, through 100% CDs, shall be accommodated within negotiated cost of the Lease.
- E. The Lessor's Project Management fee will not exceed **5%** of the total costs.
- F. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer/Specialist or Project Manager on a Price Request form.
- G. Price quotations shall be supplied by the Lessor to the Government within one week of the written request on a Change Order form. ~~Ken Clark is the Lessor's authorized representative for submitting price quotations.~~ *DRF*
- H. Notification of change order approval status shall be given within three weeks of the date the price quotation was received by the Government.
- I. Without written approval from the GSA Contracting Officer, no change order should be processed. If a change order is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for the change order and compliance to the terms of the Lease. Written approval shall be in the form of a signed Change Order form. All Change Orders will subsequently be memorialized in the Lease via Lease Amendment. Change Orders will be grouped to prevent excessive Lease Amendments.

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INITIALS: _____
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7.04 TENANT IMPROVEMENTS

The total Tenant Improvement Allowance (TIA) of \$1,363,511.43 is set forth in Paragraph 1.08. Per the table below and Exhibit 2-A, the Government has reviewed the Lessor's TI pricing and determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. Upon inspection and acceptance by the Government, a lump sum payment in the amount identified in the table below shall be issued to the lessor per the instructions outlined Paragraph 7.06 below. This LA serves as the Lessor's notice to proceed (Notice to Proceed) with the TIs as outlined in the table below and on the referenced exhibits.

			APPROVED VIA LA#	ACCEPTED	EXHIBIT
Approved TI Costs at NTP		\$2,635,888.04	2	NO	2-A
TI Allowance to be Amortized		\$1,363,511.43	N/A	N/A	N/A
Remaining TI at NTP to be paid Lump Sum		\$1,272,376.61	N/A	N/A	N/A
CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT
RESERVED					
Change Orders approved		RESERVED		N/A	N/A
Total Lump Sum Payment including TI Overages and Change Orders		\$1,272,376.61		NO	N/A

7.05 BUILDING SPECIFIC AMORTIZED CAPITAL IMPROVEMENTS

The Government has reviewed the Lessor's BSAC pricing in the amount of \$68,631.95 as outlined on Exhibit 2-B (1 page), and has determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This LA serves as the Lessor's Notice to Proceed with the BSAC improvements as outlined in the referenced exhibit. Upon beneficial occupancy, Paragraph 1.03 (Rent) will be revised to memorialize the reduction to the total BSAC costs from \$82,042.00 to the final cost of \$68,641.95.

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INITIALS:


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7.06 LUMP SUM PAYMENT INSTRUCTIONS:

A properly executed original invoice, in the amount identified in the table in Paragraph 7.04, shall be forwarded to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy will be provided to the GSA Lease Contracting Officer. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

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

A copy of the invoice must be provided to the Lease Contracting Officer at lindsey.snow@gsa.gov.

For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN): PS0038319
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.
6. Include the lease number.
7. Include invoice date.
8. Include description, price, and quantity of work or services delivered.
9. Name, title phone number and mailing address of person to be notified in the event of a defective invoice

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS: ORA &
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