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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 16
	TO LEASE NO. GS-10B-07156
ADDRESS OF PREMISES SeaTac Office Center South Tower, 2 nd Floor 18000 International Blvd SeaTac, WA 98188-4253	PDN Number: PS0028292

THIS AGREEMENT, made and entered into this date by and between
SeaTac Venture 2010, LLC

whose address is: 810 NW Marshall Street, Suite 300
Portland, OR 97209-3726

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 upgrade the software for the existing security system.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 23, 2013 as follows:

Lease Amendment (LA) #16 has been prepared to upgrade the computer software per Change Order #2 for the security system at the [redacted] office in SeaTac, WA. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A, Pages 1 - 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.

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Lease GS-10B-07156 as amended by Supplemental Lease Agreement(s)/Lease Amendments and GSA Form 3517 General Clauses. After expiration of the one-year warranty period, maintenance and repair of the tenant improvements will be the sole responsibility of the Government.

This Lease Amendment contains 2 pages.

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: [redacted]
 Name: [redacted]
 Title: SVP
 Entity Name: SeaTac Venture 2010 LLC / SKB
 Date: 7/23/14

FOR THE GOVERNMENT:

Signature: [redacted]
 Name: [redacted]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 24 July 2014

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
 Name: [redacted]
 Title: Lease Administrator
 Date: 7/23/14

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Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Lease Amendment. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Lease Amendment Number #16 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

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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.

Payment: The total cost for tenant improvements is [REDACTED]. 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-07156**
- Building address: **WA7950ZZ**
- Payment reference number: **PS0028292**
- 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 Contracting Officer of the submittal at amy.anderson@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents	Copies
GSA Greater Southwest Finance Center Attn: PBS Payments Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102	GSA Leasing Division Attn: Amy L. Anderson 400 15 th Street SW Seattle, WA 98001

Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 30 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 7 calendar days from receipt of the executed Lease Amendment. 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.

INITIALS: W LESSOR & [Signature] GOVT